11055

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 139396

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*
   Street
   City, State, ZIP Code

   High Plains Associates, Inc.
   1557 Ogden, Suite 300
   Denver, CO 80218

*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 108 West<br>Section 30: E2<br>Section 31: NE4, N2SE4<br><br>Sublette County, Wyoming | 100% | 100% | None | 4% | None |

264141
9:35A
RECORDED Oct. 23 1997 M
IN BOOK 100 046 PAGE 1
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carl Soden

In the event that Assignee shall desire not to pay a rental on this Oil and Gas Lease, Assignee shall notify Assignor in writing thereof, at least 30 days in advance of the next rental paying date under this lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within 15 days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within 15 days after receipt of such notice from Assignee elect to reacquire this lease as to such lands, Assignee shall then have the right to surrender such interests. Any reassignment under the terms of this paragraph shall be free and clear of all burdens and encumbrances other than those existing on the date hereof.

**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 VIRGINIA )
) ss.
COUNTY OF Floyd )

BEFORE ME, the undersigned, a ~~Notary Public~~ Deputy Clerk, in and for said County and State, on this 5th day of May, 1997, personally appeared Richard L. Norton, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

~~My Commission Expires~~

Notary Public

Deborah L. Howell, Deputy Clerk
Circuit Court of Floyd
County, Va.

## 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 he in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 5th day of May, 19 97

Name of Assignor as shown on current lease Richard L. Norton
Please type or print

Assignor Richard L. Norton
or (Signature)
Attorney-in-fact _____
(Signature)

Route 4, Box 92B
(Assignor's Address)

Floyd, VA 24091
(City) (State) (Zip Code)

Executed this 24th day of September, 19 97

High Plains Associates, Inc.

Assignee Louis A. Oswald, III
or (Signature) President
Attorney-in-fact
Attest: Lynne M. Baalman (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

[redacted] PRODUCERS 88-PAID UP [redacted] 1110 [redacted]

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of August 1997, by and between Steven Louis Roberts and Teena M. Roberts, husband and wife whose post office address is 1257 North 9th, Laramie, WY 82070 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3(39.20), 4(38.88), S/2NW/4
Section 2: Lots 1(38.62), 2(38.43), S/2NE/4
Section 3: Lots 3(38.84), 4(39.20), S/2NW/4
Section 4: E/2SE/4, SW/4SE/4, SE/4SW/4

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RECORDED Oct. 23 1997 9:35 M
IN BOOK 104 046 PAGE 3
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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

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 633.17 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 _____
Steven Louis Roberts
SS#

X _____
Teena M. Roberts

---

STATE OF Wyoming }
COUNTY OF Albany } 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 18th day of August, 19 97 personally appeared Steven Louis Roberts and Teena M. Roberts, husband and wife

and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that their duly executed the same as free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 1-24-99

MARION STURM - NOTARY PUBLIC
County of Albany
State of Wyoming
My Commission Expires Jan. 24, 1999

_____

---

STATE OF _____ }
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

Address: _____

---

STATE OF _____ }
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19____.

My Commission Expires _____

_____
Notary Public.

Address: _____

PRODU[redacted]AID UP [redacted] 1100K

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of August, 19 97, by and between Sidney Allen Roberts and Linda H. Roberts, husband and wife whose post office address is 3085 Cody Street, Medford, OR 97501 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

264143

Township 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3(39.20), 4(38.88), S/2NW/4
Section 2: Lots 1(38.62), 2(38.43), S/2NE/4
Section 3: Lots 3(38.84), 4(39.20), S/2NW/4
Section 4: E/2SE/4, SW/4SE/4, SE/4SW/4

RECORDED Oct. 23, 1997 9:35 M
IN BOOK 104 PAGE 3
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SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
By Cathy Easton

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 633.17 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 Sidney Allen Roberts
Sidney Allen Roberts

x Linda H. Roberts
Linda H. Roberts

STATE OF Oregon
COUNTY OF Jackson } ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of August, 19 97 personally appeared Sidney Allen Roberts and Linda H. Roberts, husband and wife

and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 4-5-00

OFFICIAL SEAL
CINDY H. SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO.051878
MY COMMISSION EXPIRES APR. 05, 2000

Cindy H Smith
Notary Public.

Address: Medford Oregon

STATE OF _____
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19____.

My Commission Expires _____

Notary Public.

Address: _____

PRODU[redacted]AID UP [redacted] 111[redacted]

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of August 19 97, by and between Leona Roberts, a Widow whose post office address is P.O. Box 812, Pinedale, WY 82941 her (whether one or more) and High Plains Associates, Inc. hereinafter called Lessee whose post office address is 1557 Ogden, Suite 300, Denver, CO 80218

WITNESSETH, That the Lessor, for and in consideration of Ten ($10.00) and more hereinafter called Lessee: DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3(39.20), 4(38.88), S/2NW/4
Section 2: Lots 1(38.62), 2(38.43), S/2NE/4
Section 3: Lots 3(38.84), 4(39.20), S/2NW/4
Section 4: S/2

264144 9:35A
RECORDED Oct. 23 1997 M
IN BOOK 106016 PAGE 7
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Beaton

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 793.17 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 Leona Roberts

Leona Roberts
SS#

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 21 day of August, 1997 personally appeared Leona Roberts, a widow

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 she duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 2/21/1999

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1999

Susan Gulbrandson
Notary Public

Address: Pinedale, Sublette Co, WY

STATE OF _____
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19____.

My Commission Expires _____

Notary Public.

Address: _____

PRODUC[redacted]D UP [redacted] [redacted]

1100 0 0

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of July, 19 97, by and between Charles P. McAlister and Dorothy E. McAlister Trustees of The McAlister Trust dated 12-9-93 whose post office address is 10843 Highway 191, Pinedale, WY 82941 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

264145
9:35 AM
RECORDED Oct. 23 1997 M
IN BOOK 108 016 PAGE 9
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Township 34 North, Range 110 West, 6th P.M.
Section 30: Lots 2(33.06), 3(33.18), SE/4NW/4, NE/4SW/4, Less and except those tracts conveyed by Warranty Deed in Book 9, Page 41 and in Warranty Deed in Book 14, Page 343.

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 139.45 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 Charles P McAlister

Charles P. McAlister
Trustees of the McAlister Trust dated 12-9-93

SS# 550-24-8577

X Dorothy E. McAlister

Dorothy E. McAlister

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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 29th day of July, 19 97.
personally appeared Charles P. McAlister and Dorothy E. McAlister Trustees of The McAlister Trust dated 12-9-93
and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 4/24/2000

SUBLETTE COUNTY

Bethany A. Bonis
Notary Public.

Address: Pinedale, Wy

---

STATE OF _____
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____
personally appeared _____
and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

---

STATE OF _____
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19_____.

My Commission Expires _____

Notary Public.

Address: _____

PRODUCE[redacted] UP

[redacted]

[redacted]

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 21st day of May, 19 97, by and between Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative whose post office address is P. O. Box 421, Pinedale, Wyoming 82941 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, Denver, Colorado 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of SUBLETTE State of WYOMING, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

264146

RECORDED Oct. 03, 1997 9:35 AM
IN BOOK 106 016 PAGE 11
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Kuster

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 1506.93 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so [illegible]led 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.

Estate Of Josephine H. Binning, Joella J. Dugan, Personal Representative

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 21st day of May, 19 97 personally appeared Estate Of Josephine H. Binning, Joella J. Dugan, Personal Representative 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 she duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires May 17, 1998.

NOTARY PUBLIC SUBLETTE COUNTY WYOMING

Notary Public

Address: Florence, Wyoming

STATE OF _____ }
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____ personally appeared _____ and _____ to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19_____.

My Commission Expires _____

Notary Public.

Address: _____

## Exhibit "A"

**Attached hereto and made a part of that certain oil and gas lease dated May 21, 1997, between The Estate of Josephine H. Binning, Joella J. Dugan, Administratrix, as Lessor and High Plains Associates, Inc., as Lessees.**

**TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH P.M.**
**Section 6: W/2 of Lot 2 (20.23), Lot 3 (40.26), Lot 4 (33.25)**

**TOWNSHIP 35 NORTH, RANGE 109 WEST, 6TH P.M.**
**Section 29: NW/4, N/2SW/4 & SW/4SW/4**
**Section 30: E/2E/2, W/2NE/4, SW/4SE/4, E/2NW/4, Lot 4 (38.44) & SE/4SW/4**
**Section 31: W/2E/2, E/2W/2, Lot 1 (38.58), Lot 2 (38.88), Lot 3 (39.16) & Lot 4 (39.46)**

**TOWNSHIP 34 NORTH, RANGE 110 WEST**
**Section 1: Lot 1 (39.67) & Lot 2 (39.00)**

**TOWNSHIP 35 NORTH, RANGE 110 WEST**
**Section 25: E/2SE/4SE/4 & NE/4SE/4**
**Section 36: S/2NE/4**

**Sublette County, Wyoming**
**Containing 1506.93 acres, more or less**

**Notwithstanding anything to the contrary in the printed form of the lease, all stipulations in this exhibit or amendments to the lease shall take precedence over any conflicts or ambiguities.**

1. **If this lease is beyond the primary term and would expire by its terms except for the fact that acreage subject to the lease is pooled, communitized or unitized for production or that Lessee is engaged in drilling or reworking operations on the leased premises, then upon written request by Lessor, Lessee shall release all acreage subject to the lease which is not pooled, cummunitized or unitized for production or upon which Lessee is not engaged in drilling or reworking operations.**

   **This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than 180 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.**

2. **Lessee, its successors or assigns, shall not locate any drill site, location or operations requiring the disturbance of the surface within 500 feet of any water well, water ways, corrale or building on subject lands, without the prior written consent of the lessor.**

**SIGNED FOR IDENTIFICATION BY:**

Joella J. Dugan

**Estate of Jospehine H. Binning,**
**Joella J. Dugan, Administratrix**

PROUCERS 88-PAID UP

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110700

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of August, 1997, by and between June M. Tompkins, a Widow and heir of Velma O. Meyers, deceased whose post office address is 81 Riverside Dr., Logan, UT 84321 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 ($10.00) and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind 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 34 North, Range 112 West, 6th P.M.
Section 15: SE/4

264147

RECORDED Oct. 23 1997 9:35A M
IN BOOK 106 OtG PAGE 14
FEES $ 8.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
By Cathy Bowman

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 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five 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.

June M. Tomkins

June M. Tomkins

SS# 528-30-2021

STATE OF Utah

COUNTY OF Cache ss.

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of August, 1997, personally appeared June M. Tomkins, a widow and heir of Velma O. Meyers

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 her 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 11-22-97

Notary Public

Address:

STATE OF

COUNTY OF ss.

CORPORATE
(For use in all states)

On this day of , A.D. 19 , before me personally appeared to me personally known, who, being by me

Witness my hand and seal this day of AD., 19 .

My Commission Expires

Notary Public

Address:

PRODUCERS 88-PAID UP

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# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 21st day of May, 19 97, by and between Estate Of Josephine H. Binning, Joella J. Ducan, Personal Representative whose post office address is P. O. Box 421, Pinedale, Wyoming 82941 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, Denver, Colorado 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of SUBLETTE State of WYOMING, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

264148

RECORDED Oct. 23, 1997 9:35 A M
IN BOOK 104 PAGE 16
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorter

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 1080.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the well head price.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the well head price.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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.

Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative

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 21st day of May, 19 97 personally appeared Estate Of Josephine H. Binning, Joella J. Dugan, Personal Representative

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 she duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires MAY 17, 1998.

Notary Public

Address: BIG PINEY, WYOMING.

STATE OF _____
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19__ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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

Witness my hand and seal this _____ day of _____ A.D., 19_____.

My Commission Expires _____

Notary Public.

Address: _____

# "Exhibit A"

**Attached hereto and made a part of that certain oil and gas lease dated May 21, 1997, between The Estate of Josephine H. Binning, Joella J. Dugan, Administratrix, as Lessor and High Plains Associates, Inc., as Lessees.**

**TOWNSHIP 35 NORTH, RANGE 110 WEST, 6TH P.M.**
**Section 23: SW/4SE/4**
**Section 25: S/2NW/4, SW/4NE/4, W/2SE/4NE/4, SW/4, W/2SE/4 & W/2SE/4SE/4**
**Section 26: W/2NE/4, SE/4NE/4, N/2NW/4 & NE/4SE/4**
**Section 36: NW/4 & N/2NE/4**

**TOWNSHIP 36 NORTH, RANGE 110 WEST, 6TH P.M.**
**Section 35: NE/4**

**Sublette County, Wyoming**
**Containing 1080.00 acres, more or less**

**Notwithstanding anything to the contrary in the printed form of the lease, all stipulations in this exhibit or amendments to the lease shall take precedence over any conflicts or ambiguities.**

1. **If this lease is beyond the primary term and would expire by its terms except for the fact that acreage subject to the lease is pooled, communitized or unitized for production or that Lessee is engaged in drilling or reworking operations on the leased premises, then upon written request by Lessor, Lessee shall release all acreage subject to the lease which is not pooled, cummunitized or unitized for production or upon which Lessee is not engaged in drilling or reworking operations.**

   **This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than 180 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.**

2. **Lessee, its successors or assigns, shall not locate any drill site, location or operations requiring the disturbance of the surface within 500 feet of any water well, water ways, corrale or building on subject lands, without the prior written consent of the lessor.**

**SIGNED FOR IDENTIFICATION BY:**

Joella J. Dugan
**Estate of Jospehine H. Binning,**
**Joella J. Dugan, Administratrix**

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OIL AND GAS LEASES

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **High Plains Associates, Inc., 1557 Ogden, Suite 300, Denver, Colorado 80218**, hereinafter called **Assignor**, for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto, **Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, CO 80112**, hereinafter called Assignee, all of its right, title and interest in and to the oil and gas leases listed on Exhibit "A", insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignee herein.

EXECUTED this 8th day of October, 1997.

ATTEST

By _____
Lynne M. Baalman
Secretary

**HIGH PLAINS ASSOCIATES, INC.**

By: _____
Louis A. Oswald, III
President

## ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO ]
] ss.
COUNTY OF DENVER ]

On this 8th day of October, 1997, before me personally appeared **Louis A. Oswald, III**, to me personally known, who, being by me duly sworn, did say that he is the **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 signed 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 seal this 8th day of October, 1997.

_____
Lynn A. McBride Notary Public

My commission expires: 2/11/2001

**264149** 9:35A

RECORDED Oct. 03 1997 M
IN BOOK 104 016 PAGE 19
FEES $4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaccaro

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 Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 10308A | Lawrence W. Shaul and Vivian M. Shaul, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: Lots 2(37.48), 3(37.52), 4(37.58) | 2/12/1997 | 105 | 420 |
| 10308B | Boroff Land and Livestock, Inc., a Wyoming Corporation | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: Lots 2(37.48), 3(37.52), 4(37.58), excepting 28.52 acres in Lots 2 and 3, as described in metes and bounds. | 2/12/1997 | 105 | 422 |
| 10310 | John T. Doyle and Virginia Doyle, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 109 West,6th P.M.<br>Section 2: S2SW4<br>Section 3: S2SE4<br>Section 10: NW4NE4 | 2/17/1997 | 105 | 425 |
| 10311A | Jack D. Richardson and Norma A. Richardson, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 109 West, 6th P.M.<br>Section 10: NE4NE4 & S2NE4 & SE4, Less and except the following described tracts of land: A 13.93 acre tract described by Warranty Deed dtd 4/27/37 and recorded in Book 4, Page 124, between John W. Brazill, a single man, grantor and State of Wyoming, grantee. A 2.02 acre tract described by Warranty Deed dtd 4/6/65 and recorded in Book 12, Page 511, between William Bloom, a.k.a. J. William Bloom a.k.a. Bill Bloom and Magdaline Bloom, husband and wife, grantors and Delgado Oil Company, as grantee. A 4.99 acre tract described by Warranty Deed dtd 11/4/67 and recorded in Book 14, Page 173, between Jack D. Richardson and Norma A. Richardson, husband and wife, as grantors and Joseph R. Hicks and Edna E. Hicks, husband and wife, as grantees. A 13.60 acre tract described by Warranty Deed dtd 8/10/71 and recorded in Book 15, Page 308, between Jack D. Richardson and Norma Richardson, husband and wife, as grantors and Edmund J. Giebel, as grantee. A 1.15 acre tract (Assessor's | 3/26/1997 | 105 | 427 |

80

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | Survey Plat) described by Warranty Deed dtd 6/25/75 and recorded in Book 17, Page 572, between Jack D. Richardson and Norma Richardson, husband and wife, as grantors and Robert Rice and Susan Rice, husband and wife, as grantees.<br>Section 11: W2NE4 & NW4 & S2 | | | |
| 10311B | Magdaline Bloom, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 109 West, 6th P.M.<br>Section 10: NE4NE4 & S2NE4 & SE4, Less and except the following described tracts of land: A 13.93 acre tract described by Warranty Deed dtd 4/27/37 and recorded in Book 4, Page 124. A 2.02 acre tract described by Warranty Deed dtd 4/6/65 and recorded in Book 12, Page 511.<br>Section 11: W2NE4 & NW4 & S2<br>Section 13: W2SW4<br>Section 14: E2SE4 | 3/27/1997 | 105 | 430 |
| [redacted] | | | | | | | | |
| 10312 | BATTLEFIELD, INC., a Wyoming corporation | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 109 West, 6th P.M.<br>Section 10: The Northwest Quarter (NW4), Less and Except the following described tract: Beginning at the section corner common to Sections 3,4,9, and 10; thence North 00 13' East, along section line, a distance of 391.00 feet; thence South 74 30' East, 1375.00 feet; thence South 654.70 feet; thence South 89 37' West, 1330.94 feet to the West line of Section 10; thence North 00 04' East along the section line a distance of 640.06 feet to the point of beginning. | 2/11/1997 | 105 | 432 |
| [redacted] | Grace E. Sulenta, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 112 West, 6th P.M.<br>Section 1: Lot 4 & S2NW4<br>Section 2: Lot 1 | 2/18/1997 | 105 | 434 |

21

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION |
|---|---|---|---|---|---|
| 10313B | Analind Corporation Ltd. and Willow Springs Cattle Company, a Wyoming Corporation, both | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 111 West, 6th P.M.<br>Section 5: SW4NW4, SW4<br>Section 6: Lots 1,2,3,4,6, 7, SE4SW4, SE4NW4, S2NE4, NE4SE4<br>Section 7: Lots 1,3,4, NE4NW4,E2SW4, W2SE4, SE4SE4<br>Section 17: SW4NW4, SW4<br>Section 18: Lots 1,2, E2NW4, NE4, N2SE4, SE4SE4<br>Section 19: NE4NE4<br>Section 20: N2NW4, SW4NW4, N2SW4, SE4SW4<br>Township 35 North, Range 112 West, 6th P.M.<br>Section 1: Lot 4, S2NW4, SE4NE4, E2SE4, W2SW4<br>Section 2: Lots 1,3,4, S2N2, S2<br>Section 11: SE4SE4<br>Section 12: W2NW4, SW4, E2SE4, SW4SE4<br>Section 13: N2, N2S2<br>Section 14: N2NE4, SE4NE4 |
| 10313C | Emeline McDole Ellis, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 111 West, 6th P.M.<br>Section 6: Lots 6(36.39), 7(36.44), SE4SW4<br>Section 7: Lot 1 (36.50), NE4NW4<br>Township 35 North, Range 112 West, 6th P.M.<br>Section 1: SE4NE4, E2SE4 |
| 10314A | Grace E. Sulenta, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 22: SW4SE4<br>Section 27: E2,E2W2 |
| 10315A | John M. Sulenta and Grace E. Sulenta, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 26: All |
| 10327A | Koch Ranch, Inc. | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M<br>Section 1: W2SW4 |

| HPAI LEASE# | LESSOR |
|---|---|
| | [redacted] |
| 10327B | Ruth K. Nelson, a married woman dealing in her sole and separate property |
| | [redacted] |
| 10340A | Donald W. Albert |
| 10340B | Darlene A. Barr, a married woman dealing in her sole and separate property |
| | [redacted] |
| 10340C | Romona Albert Reynolds, a widow |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | Section 2: Lots 3,4, S2N2, N2S2, S2SW4, SE4SE4<br>Section 8: N2SE4, SE4SE4<br>Section 9: S2, SW4NW4<br>Section 10: N2, N2SE4<br>Section 11: W2NE4, NW4, W2SW4<br>Township 35 North, Range 112 West, 6th P.M.<br>Section 34: S2NW4, SW4NE4, S2<br>Section 35: W2SW4 | | | |
| 10327B | Ruth K. Nelson, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 1: W2SW4<br>Section 2: Lots 3 (40.18), 4(40.25), S2N2, N2S2, S2SW4, SE4SE4<br>Section 8: N2SE4, SE4SE4<br>Section 9: S2, SW4NW4<br>Section 10: N2, N2SE4<br>Section 11: W2NE4, NW4, W2SW4<br>Township 35 North, Range 112 West, 6th P.M.<br>Section 34: S2NW4, SW4NE4, S2<br>Section 35: W2SW4 | 3/10/1997 | 105 | 448 |
| [redacted] | | | | | | | | |
| 10340A | Donald W. Albert | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: SE4, SE4NE4<br>Section 8: SW4NW4, W2SW4<br>Section 17: W2NW4<br>Section 18: NE4, NW4SE4 | 2/21/1997 | 105 | 450 |
| 10340B | Darlene A. Barr, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: SE4, SE4NE4<br>Section 8: SW4NW4, W2SW4<br>Section 17: W2NW4<br>Section 18: NE4, NW4SE4 | 3/10/1997 | 105 | 452 |
| [redacted] | | | | | | | | |
| 10340C | Romona Albert Reynolds, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: SE4, SE4NE4<br>Section 8: SW4NW4, W2SW4<br>Section 17: W2NW4<br>Section 18: NE4, NW4SE4 | 3/10/1997 | 105 | 454 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 10340D | Mary Albert Thompson, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 7: SE4, SE4NE4<br>Section 8: SW4NW4, W2SW4<br>Section 17: W2NW4<br>Section 18: NE4, NW4SE4 | 3/10/1997 | 105 | 456 |
| 10419A | Miriam Jenkins Bailey | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 20: E2NE4 & SE4SE4<br>Section 21: All<br>Section 22: NE4NW4 & S2NW4 & S2<br>Section 26: S2NW4 & SW4<br>Section 27: N2 & E2SW4 & SE4<br>Section 28: N2 & SW4<br>Section 29: E2<br>Section 32: NE4 & E2NW4<br>Section 33: NW4<br>Section 34: N2<br>Section 35: N2NW4 | 3/14/1997 | 104 | 334 |
| 10419B | John Perry Barlow | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 20: E2NE4 & SE4SE4<br>Section 21: All<br>Section 22: NE4NW4 & S2NW4 & S2<br>Section 26: S2NW4 & SW4<br>Section 27: N2 & E2SW4 & SE4<br>Section 28: N2 & SW4<br>Section 29: E2<br>Section 32: NE4 & E2NW4<br>Section 33: NW4<br>Section 34: N2<br>Section 35: N2NW4 | 3/14/1997 | 104 | 336 |
| 10419C | J.R. Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.,<br>Section 20: E2NE4, SE4SE4<br>Section 21: W2, W2NE4, SE4<br>Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4<br>Section 28: N2, SW4<br>Section 29: E2 | 6/2/1997 | 105 | 458 |

EXHIBIT "A"
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of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | Section 32: E2NW4, NE4<br>Section 33: NW4<br>Section 34: NW4, W2NE4, SE4NE4 | | | |
| 10419D | Sandra E. Wohrman, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 20: E2NE4, SE4SE4<br>Section 21: W2, W2NE4, SE4<br>Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4<br>Section 28: N2, SW4<br>Section 29: E2<br>Section 32: E2NW4, NE4<br>Section 33: NW4<br>Section 34: NW4, W2NE4, SE4NE4 | 6/2/1997 | 105 | 461 |
| [redacted]9E | Thomas Daniel O'Neil, III, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 20: E2NE4, SE4SE4<br>Section 21: W2, W2NE4, SE4<br>Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4<br>Section 28: N2, SW4<br>Section 29: E2<br>Section 32: E2NW4, NE4<br>Section 33: NW4<br>Section 34: NW4, W2NE4, SE4NE4 | 6/2/1997 | 105 | 474 |
| 10419F | William J. Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 20: E2NE4, SE4SE4<br>Section 21: W2, W2NE4, SE4<br>Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4<br>Section 28: N2, SW4<br>Section 29: E2<br>Section 32: E2NW4, NE4<br>Section 33: NW4<br>Section 34: NW4, W2NE4, SE4NE4 | 6/2/1997 | 105 | 464 |
| [redacted] | | | | | | | | |
| 10419G | J.R. Kvenild, a married man | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 21: E2NE4 | 6/2/1997 | 105 | 467 |

25

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | dealing in his sole and separate property | | | | Section 22: S2NW4, NE4NW4, S2<br>Section 26: S2NW4, SW4<br>Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4<br>Section 34: NE4NE4<br>Section 35: N2NW4 | | | |
| 10419H | Sandra E. Wohrman, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 21: E2NE4<br>Section 22: S2NW4, NE4NW4, S2<br>Section 26: S2NW4, SW4<br>Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4<br>Section 34: NE4NE4<br>Section 35: N2NW4 | 6/2/1997 | 105 | 469 |
| 10419I | Thomas Daniel O'Neil, III, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 21: E2NE4<br>Section 22: S2NW4, NE4NW4, S2<br>Section 26: S2NW4, SW4<br>Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4<br>Section 34: NE4NE4<br>Section 35: N2NW4 | 6/2/1997 | 105 | 471 |
| 10419J | William J. Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 21: E2NE4<br>Section 22: S2NW4, NE4NW4, S2<br>Section 26: S2NW4, SW4<br>Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4<br>Section 34: NE4NE4<br>Section 35: N2NW4 | 6/2/1997 | 105 | 477 |
| 10419K | John S. Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 21: E2NE4<br>Section 22: S2NW4, NE4NW4, S2<br>Section 26: S2NW4, SW4<br>Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4<br>Section 34: NE4NE4<br>Section 35: N2NW4 | 6/2/1997 | 105 | 479 |
| 10419L | John S. Kvenild, a | High Plains | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M. | 6/2/1997 | 105 | 482 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI [redacted] | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | married man dealing in his sole and separate property | Associates, Inc. | | | Section 20: E2NE4, SE4SE4<br>Section 21: W2, W2NE4, SE4<br>Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4<br>Section 28: N2, SW4<br>Section 29: E2<br>Section 32: E2NW4, NE4<br>Section 33: NW4<br>Section 34: NW4, W2NE4, SE4NE4 | | | |
| 11005A | Ruth K. Nelson, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 3: Lots 1(40.32), 2(40.41), 3(40.49), SW4, W2SE4, SE4SE4, S2NE4, SE4NW4<br>Section 4: SE4SE4<br>Section 24: W2SW4, S2SE4<br>Section 25: N2, N2S2, SW4SE4 | 3/26/1997 | 105 | 490 |
| [redacted]B | Koch Ranch, Inc. | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 3: Lots 1(40.32), 2 (40.41), 3(40.49), SW4, W2SE4, SE4SE4, S2NE4, SE4NW4<br>Section 4: SE4SE4 | 3/26/1997 | 105 | 492 |
| 11006 | Steve Kanski and Janice J. Kanski, Trustees of the Janice K. Kanski Living Trust dated 9/14/92 | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West,6th P.M.<br>Section 15: W2SE4SW4, W2E2SE4SW4<br>Section 22: W2NE4NW4, W2E2NE4NW4 | 3/27/1997 | 105 | 494 |
| 11007 | Janice J. Kanski and Steve Kanski, wife and husband | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 15: NE4NW4 | 3/27/1997 | 105 | 496 |
| 11[redacted]A | Barger Family Partnership, a Nevada limited partnership, Elizabeth A. Ellis, general | High Plains Associates, Inc. | Sublette | Wyoming | Township 31 North, Range 108 West, 6th P.M.<br>Section 5: Lots 1(18.75), 2(40.30), 3(40.22), 5(27.59), 6(46.18),7(33.25), 8(23.37), 9(15.79), 13(42.44), SW4NE4 & SE4NW4<br>Section 6: Lots 8(32.95), 9(26.58), | 7/11/1997 | 105 | 498 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
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| | partner | | | | 10(37.87), 11(40.32)<br>Section 8: NW4NW4<br>Township 32 North, Range 108 West, 6th P.M.<br>Section 15: NE4, E2NW4, E2SW4NW4, SW4 & SE4<br>Section 16: All, except a 99.008 acre tract, more particularly described in that certain Warranty Deed dated January 27, 1939 and recorded in Book 3, at Page 438, by and between W.W. Bowers, a single person, party of the first part and H.W. Edwards and Georgene K. Edwards, his wife, parties of the second part. Also, less and except a 12.26 acre tract, more particularly described in the certain Warranty Deed dated June 16, 1939 and recorded in Book 3, at Page 479, by and between W.W. Bowers, a single person, grantor, and Nan C. Anderson, grantee.<br>Section 17: Lot 4(40.73), SE/4 & S2NE4, excepting that portion of said S2NE4 lying North of the ROW of the Paradise Road, Sublette County Road No. 23-36.<br>Section 20: NE4NE4, SE4NE4, NE4SE4 & SE4SE4, (A/D/A E/2E/2); Section 21: NW4,N2SW4 & SE4SW4; Section 28: SW4, N/2NW4 & SE4NW4;<br>Section 29: E/2NE4, SW4NE4 & SE4,Lots 4-8;<br>Section 32: NE4&NW4 (A/D/A N/2) and SE4<br>Section 33: NW4 | | | |
| 11020A | Jeptha E. Richie, a single man and Norman H. Richie, a single man | High Plains Associates, Inc. | Sublette | Wyoming | Township 31 North, Range 108 West, 6th P.M.<br>Section 4: Lots 2(40.24), 3(40.40),4(40.56)<br>Township 32 North, Range 108 West, 6th P.M.<br>Section 21: E/2<br>Section 28: E2<br>Section 33: E2 & SW4<br>Section 34: All of the SW4 lying South and East of the East Fork River<br>Excepting and reserving therefrom the following described tracts:<br>1. A parcel or tract of land situate in the | 5/5/1997 | 105 | 502 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
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| [redacted] | | | | | SE4SE4, Sublette County, Wyoming, being described as follows: Beginning at the Southeast corner of Section 33, thence North along the East line of the Section, a distance of 295.16', thence N.89 degrees 50 minutes West, parallel with the south line of the section, a distance of 295.16'; thence South, parallel with the East line of the section, a distance of 295.16'; thence S.89 degrees 50 minutes East, along the Soth line of the section, a distance of 295.16' to the point of beginning. 2. A parcel or tract of land situate in the SE4NE4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, being described as follows: Beginning at a point which bears South 139.7'distant from the Northeast Corner of the SE4NE4 of Section 33; thence South 696.02'; thence West 208.70'; thence North 153.81'; thence West 208.70'; thence North 264.51';thence East 208.70'to the point of beginning. | | | |
| [redacted] | | | | | | | | |
| 11021A | Earl Babcock and Nadine Babcock, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 6: Lots 4 thru 7<br>Township 34 North, Range 111 West, 6th P.M.<br>Section 1: Lots 1 thru 4; S2N2, N2SW4,SE4SW4,SE4<br>Section 2: Lots 1&2, S2NE4,N2SE4<br>Section 3: Lots 2,3,4;SW4NE4, S2NW4, SW4, W2SE4<br>Section 4: Lots 1,2,3; S2N2,SE4,E2SW4 NW4SW4<br>Section 5: SE4NE4, NE4SE4<br>Section 9: N2N2<br>Section 10: SW4NE4,NW4,N2SW4,NW4SE4<br>Township 35 North, Range 110 West, 6th P.M.<br>Section 31: Lots 3 (30.02), 4 (29.94)<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 25: S2SW4; Section 26: S2S2; Section | 5/2/1997 | 105 | 505 |
| [redacted] | | | | | | | | |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | 27: S2N2,S2<br>Section 28: E2; Section 33: E2<br>Section 34: NW4,N2NE4,SE4NE4,NE4SE4,N2SW4<br>Section 35: E/2,NE4NW4,S2NW4,E2SW4,NW4SW4<br>Township 36 North, Range 112 West, 6th P.M.<br>Section 25: N2NE4, SW4NE4,N2SE4,SE4SE4 | | | |
| 11021B | Karmen Marincic, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 6: Lots 4 thru 7<br>Township 34 North, Range 111 West, 6th P.M.<br>Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4<br>Section 2: Lots 1 and 2, S2NE4,N2SE4;<br>Section 3: Lots 2 thru 4, SW4NE4, S2NW4, SW4, W2SE4; Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4<br>Township 35 North, Range 110 West, 6th P.M.<br>Section 31: Lot 3(30.02), 4(29.94)<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 25: S2SW4<br>Section 26: S2S2<br>Section 27: S2N2, S2<br>Section 28: E2<br>Section 33: E2<br>Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4<br>Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4<br>Township 36 North, Range 112 West, 6th P.M.<br>Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4 | 5/2/1997 | 105 | 510 |
| 11021C | Alvin 'Bud' Davison and Miriam Davison, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 6: Lots 4 thru 7<br>Township 34 North, Range 111 West, 6th P.M.<br>Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4<br>Section 2: Lots 1 and 2, S2NE4,N2SE4;<br>Section 3: Lots 2 thru 4, SW4NE4, | 5/2/1997 | 105 | 312 |

30

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | S2NW4, SW4, W2SE4; Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4<br>Township 35 North, Range 110 West, 6th P.M.<br>Section 31: Lot 3(30.02), 4(29.94)<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 25: S2SW4<br>Section 26: S2S2<br>Section 27: S2N2, S2<br>Section 28: E2<br>Section 33: E2<br>Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4<br>Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4<br>Township 36 North, Range 112 West, 6th P.M.<br>Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4 | | | |
| [redacted] | | | | | | | | |
| 11021D | Norman F. Pape and Barbara Pape, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 6: Lots 4 thru 7<br>Township 34 North, Range 111 West, 6th P.M.<br>Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4<br>Section 2: Lots 1 and 2, S2NE4,N2SE4;<br>Section 3: Lots 2 thru 4, SW4NE4, S2NW4, SW4, W2SE4;Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4<br>Township 35 North, Range 110 West, 6th P.M.<br>Section 31: Lot 3(30.02), 4(29.94)<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 25: S2SW4<br>Section 26: S2S2<br>Section 27: S2N2, S2<br>Section 28: E2<br>Section 33: E2<br>Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4 | 5/2/1997 | 105 | 317 |
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31

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4<br>Township 36 North, Range 112 West, 6th P.M.<br>Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4 | | | |
| 11022A | Fredrick W. Pape and M. Michelle Pape, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 4: Lot 4 (38.47), SW4SW4<br>Section 5: Lots 1(38.54), 2(38.83),3(39.11),4(39.40),SW4NE4, S2NW4, NE4SW4, NW4SE4<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 28: East 30 feet of E2SW4<br>Section 32: E2SE4, SW4SE4, SE4SW4<br>Section 33: W2SW4, East 30 feet of E2W2 | 5/2/1997 | 105 | 322 |
| 11022B | David W. Pape and Naomi I. Pape, husband and wife | High Plains Associates,Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 4: Lot 4 (38.47), SW4SW4<br>Section 5: Lots 1(38.54), 2(38.83), 3(39.11), 4(39.40), SW4NE4, S2NW4, NE4SW4, NW4SE4<br>Township 35 North, Range 111 West, 6th P.M.<br>Section 28: East 30 feet of E2SW4<br>Section 32: E2SE4, SW4SE4, SE4SW4<br>Section 33: W2SW4, East 30 feet of E2W2 | 5/2/1997 | 105 | 326 |
| 1023A | Mary M. Meeks, Trustee Under Declaration of Trust dated 6/12/79 | High Plains Associates, Inc. | Sublette | Wyoming | Township 32 North, Range 112 West, 6th P.M.<br>Section 10: Lots 1-3<br>Township 33 North, Range 112 West, 6th P.M.<br>Section 35: W2, SW4NE4, SE4<br>Township 33 North, Range 113 West, 6th P.M.<br>Section 4: Lots 1(38.83), 2(38.65), S2NE4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 17: SW4NW4, N2SW4; Section 18: Lots 3&4, SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4; Section 20: SW4NE4, E2SW4, SE4; Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4; Section 29: SW4SE4; Section 32: NE4, N2SE4, SE4SE4; Section 33: SW4, SW4SE4<br>Township 34 North, Range 112 West, 6th P.M.<br>Section 5: S2SW4, NW4SW4; Section 6: Lots | 5/5/1997 | 105 | 330 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997



| HPAI [redacted] SE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | 5,6,7, SE4, E2SW4, SE4NW4; Section 7: Lots 1 thru 4, NE4, W2SE4, NE4SE4, E2NW4, E2SW4; Section 8: NW4, NW4SW4; Section 18: Lots 1 thru 4; E2NW4, W2NE4, NW4SE4, NE4SW4; Section 19: Lot 1, NE4NW4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 1: S2NE4, N2SE4, SE4SE4; Section 12: SE4, SE4NE4; Section 13: NE4, N2SE4, SE4SE4 | | | |
| 11024A | Mary M. Meeks, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 113 West, 6th P.M.<br>Section 3: Lots 3,4, SW4NW4, NW4SW4<br>Section 10: NE4SW4, W2SE4, SE4SE4<br>Section 11: S2NW4, N2SW4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 15: W2SE4, S2SW4<br>Section 22: N2NW4, SW4NW4<br>Section 29: NW4NE4<br>Section 34: E2SW4 | 5/5/1997 | 105 | 333 |
| [redacted] | | | | | | | | |
| 11024B | John Robert Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 14: SW4<br>Township 33 North, Range 113 West, 6th P.M.<br>Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4<br>Section 4: Lots 1(38.83), 2(38.65), S2NE4<br>Section 10: NE4SW4, W2SE4, SE4SE4<br>Section 11: S2NW4, N2SW4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 15: W2SE4, S2SW4<br>Section 17: SW4NW4, N2SW4<br>Section 18: Lots 3(35.72),4(35.86), SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4<br>Section 20: SW4NE4, E2SW4, SE4<br>Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4<br>Section 22: W2NW4, NE4NW4<br>Section 29: SW4SE4, NW4NE4<br>Section 32: NE4, N2SE4, SE4SE4<br>Section 33: SW4, SW4SE4<br>Section 34: E2SW4 | 6/2/1997 | 105 | 335 |
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33

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 11024C | William J. Kvenild, a married man dealing in his sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 14: SW4<br>Township 33 North, Range 113 West, 6th P.M.<br>Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4<br>Section 4: Lots 1(38.83), 2(38.65), S2NE4<br>Section 10: NE4SW4, W2SE4, SE4SE4<br>Section 11: S2NW4, N2SW4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 15: W2SE4, S2SW4<br>Section 17: SW4NW4, N2SW4<br>Section 18: Lots 3(35.72),4(35.86), SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4<br>Section 20: SW4NE4, E2SW4, SE4<br>Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4<br>Section 22: W2NW4, NE4NW4<br>Section 29: SW4SE4, NW4NE4<br>Section 32: NE4, N2SE4, SE4SE4<br>Section 33: SW4, SW4SE4<br>Section 34: E2SW4 | 6/2/1997 | 105 | 338 |
| 11025A | William H. Reisner, Jr. and Joan S. Reisner, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 33 North, Range 109 West,6th P.M.<br>Section 13: E/2SE4<br>Section 24: That part of the W/2W/2NW/4 of Section 24 described as follows: Beginning at the NW corner of said Section 24; Thence South 89 degrees 52 minutes, 619.60 feet to a point; Thence South 00 degrees 22 minutes, 2618.84 feet along the east line of that certain tract of record in the Office of the Clerk of Sublette County in Book 22 of Deeds on Page 241, to a point; Thence continuing 00 degrees 22 minutes West, 50.00 feet to the intersection with the south line of said W/2W/2NW4; Thence North 89 degrees 31.5 minutes West, 621.97 feet along the south line to the west one-quarter corner of said Section 24; Thence North 00 degrees 25 minutes East, 2665.14 feet along the West | 4/11/1997 | 105 | 341 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
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| | | | | | line of said Section 24 to the corner of Beginning. | | | |
| 11049A | John Perry Barlow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 113 West, 6th P.M.<br>Section 1: SW4<br>Section 11: E2 & N2SW4<br>Section 12: W2<br>Section 13: NW4 & NE4SW4<br>Section 14: NE4 | 5/15/1997 | 105 | 344 |
| 11049B | Steve Kanski and Janice Kanski, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 5: NW4SW4, S2SW4<br>Section 6: Lots 6(38.55), 7(38.60), E2SW4, SE4<br>Section 7: Lots 1(38.65), 2(38.72), E2NW4, NE4<br>Section 8: NW4<br>Township 34 North, Range 113 West, 6th P.M.<br>Section 11: E2, N2SW4<br>Section 12: SE/4NE4, W2<br>Section 13: NW4, NE4SW4<br>Section 14: NE4 | 5/30/1997 | 105 | 346 |
| 11049C | Miriam Jenkins Bailey, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 113 West, 6th P.M.<br>Section 1: SW4<br>Section 11: E2 & N2SW4<br>Section 12: W2<br>Section 13: NW4 & NE4SW4<br>Section 14: NE4 | 5/15/1997 | 105 | 349 |
| 11058A | Ruth E. Oliver, formerly Ruth E. Wilson, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 8: SE4<br>Section 9: That part of the West half of the Southwest quarter of Section 9, more particularly described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South half of said Section 9, a distance of 772 feet; thence proceeding South 06 | 7/31/1997 | 105 | 351 |

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60 acres, more or less.<br>Section 17: NE4 & E2SE4<br>Section 21: NW4 | | | |
| 11058B | Nancy Reinwald, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 6: Lot 1(40.64), SE4NE4; E2SE4<br>Section 8: SE4<br>Section 9: That part of the West-half of the Southwest Quarter of Section 9, more particularly described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South-half of said Section 9, a distance of 772 feet; thence proceeding South 06 degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60 acres, more or less.<br>Section 17: NE4 & E2SE4<br>Section 21: NW4<br>Township 35 North, Range 109 West, 6th P.M.<br>Section 31: E2SE4<br>Section 32: W2NW4 & NW4SW4 | 7/24/1997 | 105 | 354 |
| 11058C | Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 6: Lot 1(40.64), SENE<br>Section 8: SE4<br>Section 9: That part of the West-half of the Southwest Quarter of Section 9 more particulary described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South-half of said Section 9, a distance of 772 feet; thence proceeding South 06 | 8/12/1997 | 105 | 357 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | | | | | degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60.00 acres, more or less.<br>Section 17: NE4 & E2SE4<br>Section 21: NW4<br>Township 35 North, Range 109 West, 6th P.M.<br>Section 31: E2SE4<br>Section 32: W2NW4 & NW4SW4 | | | |
| 11059A | Norman F. Pape and Barbara J. Pape, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 36 North, Range 111 West, 6th P.M.<br>Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2/11/77 in Book 19, Page 118<br>Section 3: Lot 1(34.45), SE4NE4 | 5/28/1997 | 105 | 360 |
| 11059B | Earl Babcock and Nadine Babcock, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 36 North, Range 111 West, 6th P.M.<br>Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2/11/77 in Book 19, Page 118<br>Section 3: Lot 1(34.45), SE4NE4 | 5/28/1997 | 105 | 364 |
| 11059C | Karmen Marincic, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 36 North, Range 111 West, 6th P.M.<br>Section 2: Lots 3(34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, Less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more fully described in Warranty Deed reocrded, 2/11/77 in Book 19, Page 118<br>Section 3: Lot 1(34.45), SE4NE4 | 5/28/1997 | 105 | 369 |
| 11059D | Alvin 'Bud' | High Plains | Sublette | Wyoming | Township 36 North, Range 111 West, 6th P.M. | 5/28/1997 | 105 | 373 |

37

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| | Davison and Miriam Davison, husband and wife | Associates, Inc. | | | Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4<br>Section 3: Lot 1(34.45), SE4NE4 | | | |
| 11060A | Lawrence W. Shaul and Vivian M. Shaul, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 4: S2SW4, SW4SE4<br>Section 5: S2SE4<br>Section 8: NE4<br>Section 9: NE4, N2NW4, SE4NW4<br>Section 11: E2NE4, NE4SW4, SE4<br>Section 12: SW4NE4, W2, W2SE4, SE4SE4<br>Section 13: N2, SW4, E2SE4<br>Section 14: NE4NE4 | 6/5/1997 | 105 | 377 |
| 11060B<br>38 | Boroff Land and Livestock, Inc., a Wyoming Corporation | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 4: S2SW4, SW4SE4<br>Section 5: S2SE4<br>Section 8: NE4<br>Section 9: NE4, N2NW4, SE4NW4<br>Section 11: E2NE4, NE4SW4, SE4<br>Section 12: SW4NE4, W2, W2SE4, SE4SE4<br>Section 13: N2, SW4, E2SE4<br>Section 14: NE4NE4 | 6/5/1997 | 105 | 379 |
| 11067A | Peter S. Olson and Anne Olson, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 32 North, Range 108 West, 6th P.M.<br>Section 6: SW4SE4<br>Section 7: N2NE4 & SE4NE4<br>Section 8: S2NW4, E2SW4, NW4SW4, SE4<br>Section 9: W2SW4<br>Section 17: N2NE4 | 6/3/1997 | 105 | 381 |
| 11069 | Melvin L. McLoughlin & Son Limited Partnership | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 111 West, 6th P.M.<br>Section 29: A tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S/2 of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence | 6/28/1997 | 105 | 383 |

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1,432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning, containing 33.671 acres, more or less. | | | |
| [redacted] | | | | | | | | |
| 11070A | J. Paul Allen, Trustee of the J. Paul Allen Trust dated 9/21/93 | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 7: SE4SE4<br>Section 8: S2SW4, NE4SW4<br>Section 13: W2SE4<br>Section 14: SE4<br>Section 15: SE4<br>Section 23: E2E2<br>Section 24: N2, N2SE4, E2SW4<br>Section 25: S2SW4<br>Section 26: NE4NE4 | 6/25/1997 | 105 | 386 |
| 11070B [redacted] | Dick Lozier, a single man | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 7: SE4SE4<br>Section 8: E2SW4, SW4SW4<br>Section 13: W2SE4<br>Section 14: SE4<br>Section 23: E2E2<br>Section 24: N2, N2SE4, E2SW4<br>Section 26: NE4NE4 | 7/21/1997 | 105 | 388 |

39

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997

| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 11071A | Melvin L. McLoughlin and Betty Lou McLoughlin, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 111 West, 6th P.M.<br>Section 28: SW4, less and except the east 30 feet of the E2SW4<br>Section 29: E2SW4, SE4, less and except that tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S2 of Section 29, South 89 degrees 45 mintues 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet, thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet, thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point, thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning.<br>Section 32: NE4, NW4SE4<br>Section 33: W2NW4, E2W2, less and except the east 30 feet of the E2W2 | 6/28/1997 | 105 | 390 |
| 11084 | Estate of Josephine H. Binning, Joella J. Dugan, Administratix | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 6: E2 of Lot 2(20.23), Lot 5 (32.98), Lot 6 (32.78), Lot 7 (32.60), E2SW4, W2SE4, SW4NE4, SE4NW4<br>Section 7: Lot 1(32.56), Lot 2(32.69), Lot 3(32.81),NE4NW4<br>Township 34 North, Range 110 West, 6th P.M. | 5/21/1997 | 105 | 393 |

40

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated October 8, 1997



| HPAI LEASE# | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF.DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | Section 1: Lot 3(38.34), SE4SE4<br>Township 35 North, Range 109 West, 6th P.M.<br>Section 30: Lot 1(38.40), 2(38.42), 3(38.42), NE4SW4, NW4SE4<br>Township 35 North, Range 110 West, 6th P.M.<br>Section 24: E2E2SE4<br>Section 25: E2SE4NE4 | | | |
| 11086A | Boroff Land and Livestock, Inc., a Wyoming Corporation | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 18: Lots 1(37.65), 2(37.75), 3(37.85), 4(37.95) | 7/23/1997 | 105 | 396 |
| 11086B | Lawrence W. Shaul and Vivian M. Shaul, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 111 West, 6th P.M.<br>Section 18: Lots 1(37.65), 2(37.75), 3(37.85),4(37.95) | 7/23/1997 | 105 | 398 |
| 11091 | Ruth E. Oliver, formerly Ruth E. Wilson, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 32: S2NE4, N2SE4 & S2SE4, less and except a 31 acre tract more particularly described in Warranty Deed dated January 28, 1980 and recorded in Book 21, at Page 467; a 00.42 acre tract more particularly described in Quit Claim Deed, dated April 20, 1993 and recorded in Book 10, at Page 458 and a 2.63 acre tract more particularly described in Warranty Deed dated May 18, 1994 and recorded in Book 34, at Page 28. | 7/31/1997 | 105 | 400 |
| [redacted] | | | | | | | | |

41

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**STATE OF WYOMING** §
§ **264170**
**COUNTY OF SUBLETTE** §

RECORDED Oct. 24 1997 M 9:00A
IN BOOK 106 OIG PAGE 42
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

# ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE, effective as of 7:00 a.m. Mountain Time on July 1, 1997, ("Effective Time") is between **APACHE CORPORATION, a Delaware corporation,** ("Assignor") with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 and **BIG WEST OIL & GAS INC.,** a Utah corporation, ("Assignee") with offices at 333 West Center Street, North Salt Lake, Utah 84054.

## RECITALS

1. Assignor owns an interest in the oil and gas leases described on **Exhibit "A"** (the "Leases"), including all rentals, royalties and other payments made pursuant thereto, together with any interest in and to all mineral interests, royalty interests, overriding royalty interests, production payments, net profits interests and agreements, leases, rights-of-way, easements, licenses and permits incident thereto; excluding, however, all rentals and minimum royalty payments made by Assignor after July 1, 1997, for purposes of maintaining the Leases.

2. Assignor owns an interest in the wells described on **Exhibit "B"** (the "Wells") located on the Leases or on lands pooled therewith.

3. Assignor owns certain documents, files, records and data related to the Leases and Wells above, including all original leases and other documents relating to the Leases and Wells in which Assignor is not retaining an interest; excluding, however, any records which, if disclosed, would cause Assignor to breach any written contract or agreement (the "Records").

4. Assignor owns an interest in certain agreements pertaining to or incident to the Leases and Wells, including, to the extent transferable, farmin and farmout agreements, operating agreements and pooling agreements, leases, surface use agreements, rights-of-way, easements, licenses and permits incident thereto (the "Agreements").

5. Assignor owns leasehold and mineral estates located in Carbon, Fremont, Lincoln, Sublette, Sweetwater and Uinta Counties, Wyoming, and Assignor also owns or may hereinafter acquire contractual rights, rights of substitution and subrogation in and to all and singular tenements, hereditaments and appurtenances belonging or in any wise appertaining to the Leases and Wells or any part thereof, including all reversions, remainders and claims whatsoever, at law as well as in equity (the "Other Rights").

The Leases, Wells, Records, Agreements and Other Rights are collectively referred to herein as the "Assets".

Subject to the reservation set forth below, Assignor assigns to Assignee all right, title and interest of Assignor in and to the Assets, whether or not completely or accurately described herein, for all purposes.

## ASSIGNMENT

For One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign to Assignee, all of Assignor's right, title and interest in and to the Assets, LESS AND EXCEPT Assignor's leasehold estates located in Township 12 North in Carbon and Sweetwater Counties, Wyoming, to have and to hold unto Assignee, its successors and assigns, forever.

Except as described on **Exhibit "B"** attached hereto and made a part hereof, Assignor warrants that there have been no transfers, exchanges, assignments, conveyances or encumbrances of the Assets arising by, through or under Assignor, but not otherwise. To the extent transferable, Assignor agrees to convey to Assignee the benefit of and the right to enforce all covenants and warranties which Assignor is entitled to enforce with respect to the Assets, including full substitution and subrogation of all prior rights of warranty and the benefit of and the right to enforce all rights accruing under statutes of limitation or prescription.

This Assignment is made subject to the terms and provisions of that certain Purchase and Sale Agreement dated October 15, 1997, between Assignor and Assignee (the "Purchase and Sale Agreement"), the terms of which are incorporated herein and made a part hereof for all purposes.

SELLER EXPRESSLY RETAINS AND AGREES TO BEAR AND PAY AND SHALL INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, PENALTIES, FINES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) IN ANY WAY ARISING OUT OF OR RELATED TO THE OWNERSHIP, DEVELOPMENT, EXPLORATION, OPERATION AND MAINTENANCE OF THE ASSETS PRIOR TO THE EFFECTIVE TIME, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING: THE RETAINED LIABILITIES; ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF AND DESCRIBED IN THAT CERTAIN DEMAND LETTER DATED JUNE 18, 1997, FROM TIMOTHY R. MORRIS OF SNYDER OIL CORPORATION, ADDRESSED TO MR. GARY CARSON OF APACHE CORPORATION, LIMITED, HOWEVER, TO THE AMOUNT SPECIFIED IN THE PURCHASE AND SALE AGREEMENT; AND AMOUNTS DUE THAT ACCRUE OR RELATE TO TIMES, PRECEDING THE EFFECTIVE TIME (I)

UNDER ALL EXISTING OPERATING AND OTHER AGREEMENTS, (II) FOR ALL PROJECTS AFFECTING OR RELATING TO THE ASSETS, (III) UNDER AUTHORIZATIONS FOR EXPENDITURES, AND (IV) ARISING OUT OF OR RELATED TO REQUIREMENTS OF APPLICABLE ENVIRONMENTAL LAWS.

BUYER EXPRESSLY ASSUMES AND AGREES TO BEAR AND PAY AND SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, PENALTIES, FINES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) IN ANY WAY ARISING OUT OF OR RELATED TO THE OWNERSHIP, DEVELOPMENT, EXPLORATION, OPERATION AND MAINTENANCE OF THE ASSETS FROM AND AFTER THE EFFECTIVE TIME, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ASSUMED LIABILITIES AND AMOUNTS DUE THAT ACCRUE OR RELATE TO TIMES AFTER THE EFFECTIVE TIME (I) UNDER ALL EXISTING OPERATING AND OTHER AGREEMENTS, (II) FOR ALL PROJECTS AFFECTING OR RELATING TO THE ASSETS, (III) UNDER AUTHORIZATIONS FOR EXPENDITURE, AND (IV) ARISING OUT OF OR RELATED TO REQUIREMENTS OF APPLICABLE ENVIRONMENTAL LAWS.

The terms, covenants and conditions of this Assignment, Bill of Sale and Conveyance shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns; and such terms, covenants, and conditions are covenants running with the Assets.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment, Bill of Sale and Conveyance to be executed on the date of their respective acknowledgments set forth below, to be effective, however as of the Effective Time.

ASSIGNOR:

**APACHE CORPORATION**

APPROVED AS TO FORM LEGAL DEPT.

Alfred B. Buron, Jr.
Attorney-In-Fact

ASSIGNEE:

**BIG WEST OIL & GAS INC.**

Marvin D. Brittenham
Vice President, Exploration

**STATE OF TEXAS** §
§
**COUNTY OF HARRIS** §

The foregoing instrument was acknowledged before me this 15th day of October, 1997, by Marvin D. Brittenham, Vice President, Exploration, of **BIG WEST OIL & GAS INC.**, a Utah corporation, on behalf of said corporation.

WITNESS my hand and official seal.

NANETTE L. BENTON
Notary Public, State of Texas
My Commission Expires 08-14-99

Notary Public, State of Texas

**STATE OF TEXAS** §
§
**COUNTY OF HARRIS** §

The foregoing instrument was acknowledged before me this 15th day of October, 1997, by Alfred B. Buron, Jr. as Attorney-In-Fact of **APACHE CORPORATION**, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

NANETTE L. BENTON
Notary Public, State of Texas
My Commission Expires 08-14-99

Notary Public, State of Texas

When recorded return to:

Chris J. Malan
Flying J Oil & Gas Inc.
333 West Center Street
North Salt Lake, UT 84054

# EXHIBIT "A"

| LEASE # / TRACT # | LESSOR | | | | LESSEE | DATE | RIGHTS | RECORDING BOOK/PAGE |
|---|---|---|---|---|---|---|---|---|
| STATE : WY | | | | | | | | |
| COUNT : SUBLETTE | | | | | | | | |
| 18016 | USA W-0320797 | | | | MARGARET E ALLEN | 12/1/65 | O/G | [redacted] |
| WY0195 | SUGAR LOAF PROSPECT | | | | | | | |
| 01 | TWP: 27N | RNG: 110W | SEC: | 23 | | | | N/A |
| | TWP: 27N | RNG: 110W | SEC: | 26 | SW/4, W/2SE/4 | | | |
| WY0195 | SUGAR LOAF PROSPECT | | | | W/2, W/2E/2, SE/4NE/4, NE/4SE/4 | | | |
| 02 | TWP: 27N | RNG: 110W | SEC: | 23 | | | | N/A |
| | TWP: 27N | RNG: 110W | SEC: | 26 | E/2SE/4 | | | |
| | | | | | NE/4NE/4 | | | |
| 23724 | USA W-2108 | | | | JAS O BREENE JR | 11/1/66 | O/G | |
| WY1005 | LA BARGE | | | | | | | N/A |
| 01 | TWP: 27N | RNG: 112W | SEC: | 24 | | | | |
| | TWP: 27N | RNG: 112W | SEC: | 25 | NW/4NW/4, W/2SW/4 | | | [redacted] |
| WY1005 | LA BARGE | | | | W/2 | | | |
| 02 | TWP: 27N | RNG: 112W | SEC: | 24 | | | | N/A |
| | | | | | SW/4NW/4 | | | |
| 23725 | USA W-15340 | | | | RUTH FOX SEARS | 10/1/68 | O/G | |
| WY1005 | LA BARGE | | | | | | | N/A |
| 01 | TWP: 27N | RNG: 112W | SEC: | 24 | | | | |
| | | | | | E/2 | | | |
| 23777 | USA W-108905 | | | | JANE E CHORNEY | 5/1/88 | O/G | |
| WY1005 | LA BARGE | | | | | | | N/A |
| 01 | TWP: 29N | RNG: 111W | SEC: | 19 | | | | |
| | TWP: 29N | RNG: 111W | SEC: | 29 | LOTS 1 THRU 4, E/2, E/2W/2 | | | |
| | TWP: 29N | RNG: 111W | SEC: | 30 | W/2E/2, W/2 | | | |
| | TWP: 29N | RNG: 111W | SEC: | 31 | LOTS 1 THRU 4, E/2, E/2W/2 | | | [redacted] |
| | TWP: 29N | RNG: 111W | SEC: | 32 | LOTS 1 THRU 4, E/2, E/2W/2 | | | |
| | | | | | W/2NE/4, SE/4NE/4, W/2, N/2SE/4, SW/4SE/4 | | | |
| 25007 | USA W-127858 | | | | ANDEX PARTNERS | 12/1/92 | O/G | |
| WY0996 | MOXA ARCH | | | | | | | N/A |
| 01 | TWP: 27N | RNG: 110W | SEC: | 28 | | | | |
| | | | | | E/2 | | | |

46

# EXHIBIT "A"

| LEASE # / TRACT # | LESSOR | | | | LESSEE | | DATE | RIGHTS | RECORDING BOOK/PAGE |
|---|---|---|---|---|---|---|---|---|---|
| 25293 | USA W-135138 | | | | YATES PETRO CORP | | 2/1/95 | O/G | |
| WY1005 | LA BARGE | | | | | | | | N/A |
| 01 | TWP: 27N | RNG: 111W | SEC: | 2 | | ALL | | | |
| | TWP: 27N | RNG: 111W | SEC: | 3 | | ALL | | | |
| | TWP: 27N | RNG: 111W | SEC: | 10 | | ALL | | | |
| | TWP: 27N | RNG: 111W | SEC: | 11 | | W/2, S/2SE/4 | | | |

LH

# EXHIBIT "B"

## Current and Recent Activity

1. Farmout to Texaco E&P Inc.
Buffalo Robe Well drilled & P&A'd
September 1997
Location: T27N-R96W
Section 25: NE/4
Freemont County, Wyoming

Lease affected:

| | |
|---|---|
| W108809—USA | T27N-R95W<br>Section 30: NW/4<br>T27N-R96W<br>Section 25: N/2 |
| W107966—USA | T27N-R95W<br>Section 30: SW/4 |
| W106976—USA | T27N-R96W<br>Section 25: SE/4 |
| 91-848 | State of Wyoming<br>T26N-R96W<br>Section 25: SE/4 |
| WYW-141323 | T27N-R95W<br>Section 19: Lots 3, 4, E/2SW |

2. Sage Flat Unit Well #6
Union Pacific Resources – Operator
T21N-R97W
Section 27
Sweetwater County, Wyoming
Well spud 9/29/97

3. Federal Q #2 Well
T25N-R96W, Section 29: SE
Sweetwater County, Wyoming
Operator: BTA
WI = 25% — Non-consent

## ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 2nd day of September, 1997, but effective as of April 1, 1997, is from Basin Exploration, Inc. (Basin) whose address is 370 17th Street, Suite 3400, Denver, Colorado 80202 to FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935.

## RECITALS

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

## ASSIGNMENT

By Assignment, Bill of Sale and Conveyance dated September 16, 1994 and recorded December 16, 1994 in the records of Sublette County, Wyoming in Book 100 O&G at Page 118, (Previous Assignment), FMC conveyed all of its right, title and interest in and to the Lease as to the Assigned Depths (the Interests). 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, Basin does hereby transfer, assign, grant, bargain, sell and convey to FMC an undivided 33.0% of the Interests **insofar and only insofar** as such Interests cover the Lease and relate to the Lands and to the Assigned Depths *acquired by Basin from FMC in the Previous Assignment*, as shown on Exhibit A, together with a proportionate interest in:

(i) the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained in connection with the Well;

(ii) the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease;

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

264195

215 P
RECORDED Oct 27 1997 M
IN BOOK 106 O+G PAGE 49
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

FMC agrees that the convertible overriding royalty reserved in the Previous Assignment has been converted to the interest received according to this Assignment as of the effective date of this Assignment, and that such overriding royalty interest is no longer payable as of such effective date.

## MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 17th day of June, 1994 by and between the parties hereto, covering the SE/4 (N/2SE/4 + Lots 6 and 7) of Section 31, Township 27 North, Range 111 West, and under which Basin is Operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

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

This Assignment is effect as of the date of payout of the Well, being April 1, 1997.

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

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

ATTEST:

SEAL

Howard L. Boigon
Secretary

BASIN EXPLORATION, INC.

Sam D. Winegrad
Vice President of Corporate Development

ATTEST:

FMC CORPORATION

By: M. H. Wilcox
Title: Fuel Systems Manager

By: Dano C. Del Conte
Title: General Electrical Services Manager

[redacted]

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me by Sam D. Winegrad, as Vice President of Corporate Development of Basin Exploration, Inc. this 2nd day of September, 1997.

Witness my hand and official seal.

My commission expires: 2/2/99

Julie Pulyer
Notary Public

NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING )
) ss.
COUNTY OF Sweetwater )

The foregoing instrument was acknowledged before me by David C. DeCarlo, as _____ of FMC Corporation, this 9th day of October, 1997.

Witness my hand and official seal.

My commission expires:

ALICE E. TIELBORG - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 9/24/99

Alice E. Tielborg
Notary Public

# EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE
## Lands and Assigned Depths

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 111 West, Section 31, the SE/4 (N/2SE/4 plus Lots 6 and 7) (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease No. WY-2690.

[redacted] [redacted] [redacted]

Form Approved [illegible]oard
and Effective March 1, 1982

CASE NO. [illegible]92-00196
PARCEL NO. 365
FUND Common School

# STATE OF WYOMING
## OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

MC MURRY OIL CO.

, as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

640.00 Acres All Section 16, Twp. 29 N., Rg. 108 W., 6th P.M.

RECORDED October 27 1997 3:00PM
106 076
PAGE 53
8.00
SUBLETTE COUNTY, PINEDALE, WYO.
By Tracey L Hoover

264198

County Sublette - Total Acres 640.00 - Advance Rental $ 640.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be producd from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of April, 1992 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: [signature]
Commissioner of Public Lands and Farm Loans - Secretary

CERTIFICATE
I Certify that this is a True and Correct photographic copy of the Affidavit Record on file in the Wyoming State Land Office.
10-16-97
Date
[signature]
Director State Land [illegible]
Loan Office

LESSEE: McMURRY OIL COMPANY
[signature]
President
Address P O Box 220 City Casper
State Wyoming (Zip) Telephone No. 307-473-2033

# OIL AND GAS LEASE TERMS

54

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approvedcorporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands - 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To guage, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contingous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED: To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contingous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained

(k) SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfacory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE - PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES AND WAGES - FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENT OF LEASE - PRODUCTION AGREEMENTS Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necesary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows.

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner, a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

Sec. 1 (p)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter [redacted] or gas may be produced i[redacted]

1992 APR 10 AM 10:21

Producers 88—Revis[redacted]
Wyoming (U)
(12-84)

# OIL AND [redacted] LEASE [redacted] 23

THIS AGREEMENT, made and entered into this 15th day of December, 1993, by and between Thomas K. Sanford and Sharon R. Sanford, husband and wife

of 15275 Shamrock Lane, Rockfield, Wisconsin 53005, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton CO 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($10.00+) In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any 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, sewers, 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/5

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 ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

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

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

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

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

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

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

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

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

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

264199

RECORDED Oct 27 1997 M 3:50P
IN BOOK 106 OTG PAGE 55
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hover

55

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 Thomas K. Sanford
Thomas K. Sanford
SSN#: 538-36-6046

X Sharon R. Sanford
Sharon R. Sanford
SSN#: 393-68-8641

STATE OF WISCONSIN
COUNTY OF WAUKESHA } SS.

(Individual—Wye.)

On this 24th day of JANUARY, 1994, before me personally appeared THOMAS K. SANFORD AND SHARON R. SANFORD, 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:

APRIL 23, 1995

Jean M. Klawitter
Notary Public

JEAN M. KLAWITTER NOTARY PUBLIC STATE OF WISCONSIN

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: .....

WHEN RECORDED, MAIL TO:
Thomas Christensen, Jr., Esq.
Fabian & Clendenin
P.O. Box 510210
Salt Lake City, Utah 84151

264287
RECORDED November 5 1997 1110A
BOOK 106 OF M 57
10.00 PAID
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

# QUIT-CLAIM DEED

Quit-Claim Deed made as of the day and year first below written, from Carol Cranston, residing in Mesa, Arizona, Frank Gene Schneider, residing in West Valley City, Utah, Jerry Lynn Schneider, residing in Salt Lake City, Utah, and Joni Simmons, residing in St. George, Utah, collectively referred to herein as Grantor, to Schneider Family Partnership, a Utah partnership, Grantee, whose address is 4654 Richfield Avenue, West Valley City, Utah 84120; and

WHEREAS, a Corrected Order and Decree of Distribution has been entered in the District Court of the Ninth Judicial District in and for the County of Sublette, State of Wyoming, determining the Grantors as the heirs of Frank Harold Schneider, aka Frank H. Schneider, and as the owners of all mineral rights in the below-described real property, situated in Sublette County, State of Wyoming; and

WHEREAS, such Corrected Order and Decree of Distribution was recorded on April 2, 1997 in Book 67 Misc., page 521 of the records of the County Recorder of Sublette County; and

WHEREAS, such Grantors have created Grantee, a partnership, to receive such mineral estate rights in the below described real property;

THEREFORE, for the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, Grantors hereby quit-claim to Grantee all mineral rights in and to the following-described real property situated in Sublette County, State of Wyoming:

The W1/2SW1/4 of Section 2 and the N1/2SE1/4 of Section 3 in T29N, R114W of the 6th Principal Meridian, Wyoming.

Subject to reservations, easements and restrictions appearing of record or enforceable in equity.

WITNESS the hand of said Grantor this 22 day of Aug, 1997.

Carol Cranston

Frank Gene Schneider

tc/115219

57

Jerry Lynn Schneider

Joni Simmons

STATE OF ARIZONA )
: ss.
County of Maricopa )

On the 22 day of Aug, 1997, personally appeared before me Carol Cranston, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
PAMELA E. PAYNE
My Appointment Expires 07/24/00

Notary Public

STATE OF UTAH )
: ss.
County of Salt Lake )

On the 11th day of Sept, 1997, personally appeared before me Frank Gene Schneider, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[illegible]

Angela Z Dantrich
Notary Public

tc/115219

[redacted] [redacted] [redacted]

STATE OF UTAH )
: ss.
County of Salt Lake )

On the 11th day of Sept, 1997, personally appeared before me Jerry Lynn Schneider, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public
My Commission Expires
October 10, 2000
State of Utah

Angela Z Dautrich
Notary Public

STATE OF UTAH )
: ss.
County of Washington )

On the 4 day of Aug, 1997, personally appeared before me Joni Simmons, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC
STATE OF UTAH
County of Washington
COLLEEN JONES
60 S. 100 E. - St. George, UT 84770
My Commission Expires April 7th, 1998

Colleen Jones
Notary Public

tc/115219

Sublette County, Wyoming

**MINERAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

THIS MINERAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE (the "Assignment"), dated effective as of February 1, 1997 at 7:00 a.m., local time at the location of the Properties (the "Effective Time"), is from **Shirley Mae Dymond**, a single woman, 1540 South Center, Casper, Wyoming 82601 (hereinafter referred to as "Assignor"), to **Shirley Mae Dymond or her successors in trust, Trustee** of the Shirley Mae Dymond Revocable Trust under agreement dated January 24, 1997, 1540 South Center, Casper, Wyoming 82601 (hereinafter referred to as "Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns, grants, bargains, sells and conveys to Assignee all of Assignor's right, title and interest in and to all of the following (the following being sometimes hereinafter collectively referred to as "Interests"):

(a) All oil, gas and other minerals in and under and that may be produced from lands lying within the boundaries of Sublette County, Wyoming, all perpetual royalty interests in and to all oil, gas and other minerals that may be produced and saved from such lands (collectively "Fee Mineral Interests"), and all oil, gas and other leases covering lands located in Sublette County, Wyoming, including working interests, royalties, overriding royalties, net profits interests, productions payments or other payments out of production (the "Leasehold Interests") together with all the property and rights appurtenant or incident thereto, including without limitation, the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Fee Interests and Leasehold Interests or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Fee Mineral and Leasehold Interests, and the rights and obligations in, to, and under all agreements affecting the Fee Mineral and Leasehold Interests ("Contracts"), including but not limited to all lease agreements, operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Fee Mineral and/or Leasehold Interests;

(b) All of the wells relating to the Fee Mineral and/or Leasehold Interests (the "Wells"), and the production therefrom, together with the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging;

(c) All oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Fee Mineral and/or Leasehold Interests after the Effective Time; and

264339

RECORDED Nov. 10 1997 M 10:20
IN BOOK 104 PAGE 60
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

(d) The records, data, and other sources of information owned or maintained by Assignor regarding the Fee Mineral Interests, the Leasehold Interests, the Wells, the Contracts, and the Production (collectively, the "Data").

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

A. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

B. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

EXECUTED on the dates set forth in the acknowledgments, to be effective for all purposes as of the Effective Time.

Shirley Mae Dymond
Marilyn Dymond Wagner as
Attorney-in-fact for
Shirley Mae Dymond

STATE OF WYOMING )
)ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 24th day of January, 1997, by Shirley Mae Dymond.
Witness my hand and official seal.

Notary Public
Printed Name:
Residing at:

My Commission Expires:

August 11, 1998

KELLY M. NIELSEN - NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Aug. 11, 1998

EXHIBIT "A"

Sublette County, Wyoming

| LEASE NO. | INSTRUMENT DATE | LESSOR/GRANTOR/ASSIGNOR | DESCRIPTION | NO. OF ACRES | INSTRUMENT RECORDED BOOK PAGE |
|---|---|---|---|---|---|
| SMD-W-03 | 4-7-69 | Thomas F. Stroock | Township 32 North, Range 114 West, 6th P.M.<br>Section 30: E½<br>Section 31: Lots 1, 2, 3, 4, E½W½ | 618.00 | Assignment of Overriding Royalty in USA oil & gas lease Wyoming 05900-B<br>B-42 P-443 |
| SMD-W- 03 | 4-7-69 | Thomas F. Stroock | Township 32 North, Range 114 West, 6th P.M.<br>Section 19: S½NE¼, SE¼<br>Section 30: Lots 3, 4, E½SW¼ | 388.74 | Assignment of Overriding Royalty in USA oil and gas Lease - Wyoming 05900-C<br>B-42 P-445 |

62

[redacted] [redacted] [redacted]

Sublette, Wyoming

# ASSIGNMENT OF OIL & GAS LEASES AND BILL OF SALE

This Assignment of Oil & Gas Leases and Bill of Sale is executed effective the date shown below and is by and between **Fairway Oil & Gas, Inc.**, a Texas Partnership; and **Peter J. Redfern, Trustee under the will of Frank J. Redfern, deceased**, and referred to herein as "Assignors" and **8 Way Oil & Gas, Inc.**, a Texas Corporation, and referred to herein as "Assignee", whose mailing address is P.O. Box 371, Midland, Texas 79702-0371.

For one hundred dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby grant, bargain, assign, sell, transfer, and convey unto Assignee, its successors, and assigns forever, **all of Assignors' right, title and interest** in and to the following real and personal property (the "Properties") subject to the reservation below:

1. All oil and gas leases or other interests derived from oil and gas leases wherever located, referred to herein as "Leases," those lands are referred to herein as "Assigned Premises";

2. All presently existing contracts to the extent affecting the Leases including agreements for the sale or purchase of oil, gas and associated hydrocarbons, processing agreements, division orders, unit agreements, operating agreements, and all other contracts and agreements arising out of, connected with, or attributable to the production therefrom;

3. All personal property, wells, facilities, fixtures, and equipment situated upon and used solely in connection with the Leases for any operations of any kind or character including, but not limited to, operations for the production, treating, storing, transporting, or marketing of oil, gas and other hydrocarbons from the Leases;

4. All easements, permits, licenses, surface leases, rights-of-way, servitudes, and all surface or subsurface rights affecting the Leases and Assigned Premises; and

5. Copies of land, title and division of interest files, contract files, engineering, and well files in the possession of Assignors and relating to the Properties.

***Assignors hereby expressly reserve unto themselves all royalty interests, overriding royalty interest and mineral interests owned by Assignors.***

Assignors hereby warrant title against all persons claiming by, through or under themselves, and that the Properties are free and clear of all liens, encumbrances and claims.

Oil remaining in the tanks above the pipeline connection and all gas produced and saved on the Effective Date hereof shall be the property of Assignors. Assignors shall be liable for all expenses incurred in connection with the Properties prior the Effective Date. Assignee shall be liable for all expenses incurred in connection with the Properties after the Effective Date, including recording fees.

This Assignment of Oil and Gas Leases and Bill of Sale shall bind and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

Executed this the 27th day of August, 1997, but shall be effective to May 1, 1997 at 12:01 A.M.

**ASSIGNOR:**

**Fairway Oil & Gas Company, Inc.**
**A Texas Partnership**

Peter J. Redfern, One of its Partners

James F. Redfern, The other of its Partners

Peter J. Redfern, Trustee under the Will of Frank J. Redfern deceased

264347
REC'D Nov. 10, 1997 11:25a
IN BOOK 104 PAGE 63
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sanders

C:\FA\OGLFWY.WPD

Peter J. Redfern, Trustee under the Will of
Frank J. Redfern deceased

**ASSIGNEE:**

8 Way Oil & Gas, Inc.,
A Texas Corporation

W. Wesley Perry, President

State of New Jersey §
§
County of [illegible] §

The foregoing instrument was acknowledged before me this 10th day of October, 1997, Peter J. Redfern, Partner of Fairway Oil & Gas Company, a Texas Partnership and on behalf of said Partnership.

My Commission Expires:

BONNIE L. SUTTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 18, 2000

Notary Public in and for the State of New Jersey

State of New Jersey §
§
County of [illegible] §

The foregoing instrument was acknowledged before me this 10th day of October, 1997, James F. Redfern, Partner of Fairway Oil & Gas Company, a Texas Partnership and on behalf of said Partnership.

My Commission Expires:

BONNIE L. SUTTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 18, 2000

Notary Public in and for the State of New Jersey

State of New Jersey §
§
County of [illegible] §

The foregoing instrument was acknowledged before me this 10th day of October, 1997, Peter J. Redfern, Trustee under the will of Frank J. Redfern, deceased.

My Commission Expires:

BONNIE L. SUTTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 18, 2000

Notary Public in and for the State of New Jersey

State of Texas §
§
County of Midland §

The foregoing instrument was acknowledged before me this 27th day of August, 1997, by W. Wesley Perry, President of 8 Way Oil & Gas, Inc., Texas Corporation, on behalf of said Corporation.

My Commission Expires:
April 18, 2001

William L. Porter
Notary Public in and for the State of Texas

WILLIAM L. PORTER
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-18-2001

[redacted] [redacted] [redacted]

Producers 88 Revised
Wyoming (U)
(12-84)

# OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 6 day of October, 19 97, by and between Edna M. Swain, a single woman

of P. O. Box 124, Daniel, Wyoming 83115, 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:

See Exhibit "A" attached hereto and made a part hereof

264357

RECORDED: Nov. 10, 1997 3:10P M
IN BOOK 106 Misc PAGE 165
FEES $12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat Seaton

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 1,245.63 acres.

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

In consideration of the premises, lessee covenants and agrees:

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at the address shown above 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 depositary 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 so to approve such unit agreement, 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 provided in such 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 hereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any 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 upon production only as so allocated. Nothing herein contained shall authorize or affect any impairment of any title to any leasehold royalty [illegible]

65

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

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.

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.

Where language is found to be contradictive between the above language in Oil & Gas Lease and the attached Exhibit "A" to this Oil & Gas Lease, it is hereby agreed and understood that the language in the Exhibit "A" will prevail and supersede all other language in the Oil & Gas Lease.

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

x Edna M Swain

Edna M. Swain, a single woman
SSN: 520-44-0701

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 5th day of November, 1997, before me personally appeared Edna M. Swain, 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:
May 17, 1998

MARY L. LANKFORD - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 17, 1998

Mary L. Lankford
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

**EXHIBIT "A"**

Attached to and made a part of that certain Oil & Gas Lease dated October 6, 1997, by and between Edna M. Swain, a single woman, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 33 North, Range 110 West of the 6th P.M.
Section 3: that part of the SW/4NW/4 & NW/4SW/4 lying West of the Green River
Section 4: Lots 2, 3, 4, S/2N/2, E/2SE/4, SW/4, N/2SW/4SE/4, NW/4SE/4.
Section 5: S/2NE/4, N/2SE/4, SE/4SE/4
Section 8: E/2NE/4
Section 9: SW/4NW/4, E/2NW/4, NW/4NW/4

Township 34 North, Range 110 West of the 6th P.M.
Section 32: SE/4SE/4
Section 33: SW/4SE/4, S/2SW/4
Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the Green River

All above lands containing 1,245.63 acres, more or less, located in Sublette County, Wyoming

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-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, ~~reworking~~ and equipping any well on all lands herein described.

E.M.S. DKH

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety (90) days from the anniversary date and within ninety (90) days notification to the Lessee that such a payment is due, then this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

E.M.S. DKH

5) Any well drilled hereunder shall extend the lease term hereof for a period of three (3) years from the spud date of such well drilled. Lessee may maintain this lease in full force and effect as ~~to all formations~~ beyond the primary term as to all lands covered hereby so long as Lessee engages in a test well prior to the end of said three (3) year period subsequent to the spud date of such well drilled and Lessee likewise engages in or commences actual drilling operations on at least one well during each succeeding three (3) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

To Total depth drilled or produced from plus 90 days unless required greater

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 a location.

8) The location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before the construction of a location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for any more than ten (10) years. This payment is solely for land restoration.

10) If the drilling of a well is on irrigated meadowland, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon the completion of drilling any and all wells, all drilling mud shall be removed, and the location site and access road shall be restored and re-seeded to as near as possible their original state.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

14) Lessee shall be required to use all reasonable and prudent effort to protect and to prevent loss to lessor's ranching operations in the construction of pipelines, locations, telephone lines, power lines, tanks, ponds, roadways, plants, or any other such construction.

15) Lessor shall receive 100% gross of all royalty proceeds subject to the limitations stated in paragraph 16 below. There will be no deductions for production costs, pipeline, trucking or any other cost deducted from the proceeds.

16) It is hereby understood that the Grantors, their heirs, successors and assignees named in the Warranty Deed dated February 7, 1966, Recorded in Book 13 of Deeds, Page 3, have retained the right to one-half of the royalty proceeds (not to include bonus payment or delay rental payment paid pursuant to this Oil & Gas Lease as to the following described lands:

Township 33 North, Range 110 West of the 6th P.M.
Section 4: SW/4, N/2SW/4SE/4, NW/4SE/4
Section 9: E/2NW/4, NW/4NW/4

17) Lessee shall not drill a well within one-quarter mile from a house or barn or water source unless Lessor agrees otherwise in writing.

18) If, or when, any portion of the land included in this lease expires, Lessee shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. Lessor shall provide Lessee with a copy of the lease submitted to Lessor that Lessor is willing to agree to the terms thereof and sign. Lessee shall have twenty-four (24) hours after the receipt of such a lease to agree to lease under the same terms with Lessor. If Lessee agrees to lease under the same terms of the submitted lease then Lessee will mail such a lease to Lessor within five (5) working days of Lessee's agreement to lease.

SIGNED FOR IDENTIFICATION

Edna M Swain
Edna M. Swain, a single woman

[redacted] [redacted] [redacted]

FORM TA-21-2 REV 3-15-94

# RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated October 6, 1997, from Edna M. Swain, a single woman, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 110 West, 6th P.M.
Section 3: that part of the SW/4NW/4 & NW/4SW/4 lying West of the Green River
Section 4: Lots 2, 3, 4, S/2N/2, E/2SE/4, SW/4, N/2SW/4SE/4, NW/4SE/4
Section 5: S/2NE/4, N/2SE/4, SE/4SE/4
Section 8: E/2NE/4
Section 9: SW/4NW/4, E/2NW/4, NW/4NW/4
Township 34 North, Range 110 West, 6th P.M.
Section 32: SE/4SE/4
Section 33: SW/4SE/4, S/2SW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, XXX Edna M. Swain, a single woman

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto ____ subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

| CREDIT TO | ADDRESS | AMOUNT |
|---|---|---|
| Edna M. Swain, a single woman | P.O. Box 124<br>Daniel, Wyoming | $2,491.26 |

264358

RECORDED Nov. 10 1997 3:10p M
IN BOOK 106 046 PAGE 109
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seton

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 5TH day of NOVEMBER, 1997.

x Edna M Swain
Edna M. Swain, a single woman
SSN: 520-44-0701 (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 5th day of November, 1997, personally appeared Esau M. Swain

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that She duly executed the same as Her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 5/17/98

MARY L. LANKFORD - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 17, 1998

Mary L. Lankford
Notary Public.

Address: Pinedale, Wyoming

STATE OF } ss.
COUNTY OF }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF } ss.
COUNTY OF }

ACKNOWLEDGMENT (For use by Corporation)

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

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No. FROM

TO

, 19

County,

Dated

No. Acres

Term

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

County Clerk.

By Deputy.

When recorded return to

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.

Lease Effective Date
(Anniversary Date)

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* CABOT OIL & GAS CORPORATION
Street 15735 Memorial Drive
City, State, ZIP Code Houston, TX 77079

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LEASES AND INTERESTS TRANSFERRED. | | | | | |

264543

RECORDED Nov. 18, 1997 11:00 AM
IN BOOK 106 Oil & Gas PAGE 71
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

**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)

71

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.

* but effective 4/1/97

Executed this 22nd day of September, 19 97*

Name of Assignor as shown on current lease EQUITABLE RESOURCES ENERGY COMPANY
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact Ronald B. Santi
(Signature)

1601 Lewis Avenue
(Assignor's Address)

Billings, MT 59102
(City) (State) (Zip Code)

Executed this 6th day of Oct, 19 97

Assignee CABOT OIL & GAS CORPORATION
(Signature)

or J. L. Batt, Vice President
(Signature)

Attest: Lisa A. Machesney, 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]

STATE OF MONTANA )
) SS
County of Yellowstone )

MONTANA

On this 6th day of October 1997, before me D. Gary Kabeary, a Notary Public for the State of Montana, personally appeared Ronald B. Santi, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of Equitable Resources Company and acknowledged to me that he subscribed the name of Equitable Resources Energy Company thereto as principal and his own name as Attorney-in-fact.

NOTARIAL SEAL STATE OF MONTANA

D. Gary Kabeary
Notary Public for the State of MT
Residing at Billings, MT

My Commission Expires:
September 6, 2000

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this the 6th day of October, 1997 before me, Adele M. Zawicki, the undersigned officer, personally appeared J. L. Batt, who acknowledged himself to be the Vice President of CABOT OIL & GAS CORPORATION, a Delaware corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Adele M. Zawicki
Notary Public

My Commission Expires:

12/20/2000

**EXHIBIT "A"**
**MASS TRANSFER OF RECORD TITLE - COMPANY 400**
**SUBLETTE COUNTY, WYOMING**

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST | | | OVERRIDING ROYALTY | |
|---|---|---|---|---|---|---|---|
| | | | OWNED | CONVEYED | RETAINED | RESERVED | PREVIOUSLY RESERVED |
| USA #WYW-015747 (690879L-01) | 11/01/68 | Township 27 North, Range 112 West<br>Section 2: Lots 1, 2, 3, 5, 6, 7, S2NE, SENW | .25000 | .25000 | 0.0 | 0.0 | .05875 |
| USA #WYW-9578 (700196L-01) | 12/01/67 | Township 28 North, Range 114 West<br>Section 3: Lots 7-10, 15-18<br>Section 4: Lots 5-20<br>Section 5: Lots 5, 6, 13, 20, S2NE, NWSE<br>Section 9: N2<br>Section 10: NW | .22500 | .22500 | 0.0 | 0.0 | 0.0 |

76

Form 3300-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

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

**Type or print plainly in ink and sign in ink.**

## PART A: TRANSFER

1. Transferee (Sublessee)* CABOT OIL & GAS CORPORATION
   Street 15375 Memorial Drive
   City, State, ZIP Code Houston, TX 77079

*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 |
| SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LEASES AND INTERESTS TRANSFERRED | | | | | |

264544

RECORDED Dec. 18 1997 11:00AM
IN BOOK 101 Misc PAGE 76
FEES $29.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
*but effective 4/1/97

Executed this 22nd day of September, 19 97*

Name of Transferor EQUITABLE RESOURCES ENERGY COMPANY
Please type or print

Transferor _____
or
Attorney-in-fact _____ (Signature)
Ronald B. Santi
1601 Lewis Avenue
(Transferor's Address)
Billings, MT 59102
(City) (State) (Zip Code)

Executed this 6th day of Oct, 19 97

CABOT OIL & GAS CORPORATION

Transferee _____
or J. L. Batt, Vice President
Attorney-in-fact _____
(Signature)

ATTEST:
Lisa A. Machesney, Secretary

### 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

STATE OF MONTANA )
) SS
County of Yellowstone )

MONTANA

On this 6th day of October 1997, before me D. Gary Kabeary, a Notary Public for the State of Montana, personally appeared Ronald B. Santi, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of Equitable Resources Company and acknowledged to me that he subscribed the name of Equitable Resources Energy Company thereto as principal and his own name as Attorney-in-fact.

D. Gary Kabeary
Notary Public for the State of MT
Residing at Billings, MT

My Commission Expires:

September 5, 2000

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this the 6th day of October, 1997 before me, Adele M. Zawicki, the undersigned officer, personally appeared J. L. Batt, who acknowledged himself to be the Vice President of CABOT OIL & GAS CORPORATION, a Delaware corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Adele M. Zawicki
Notary Public

My Commission Expires:

12/20/2000

EXHIBIT "A"
MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400
SUBLETTE COUNTY, WYOMING

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-2108 (90882L-01) | 11/01/66 | Township 27 North, Range 112 West<br>Section 24: SWNW<br>Oper. Rts. Surface to 4,900' | .25000 | .25000 | 0.0 | 0.0 | 0.0 |
| | | Township 27 North, Range 112 West<br>Section 24: NWNW, W2SW<br>Section 25: W2<br>Surface to 4,900' | .12500 | .12500 | 0.0 | 0.0 | 0.0 |
| USA #WYW-2120 (700776L-01) | 11/01/66 | Township 28 North, Range 114 West<br>Section 15: W2SW<br>From 8,707' to 9,630' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 114 West<br>Section 15: E2SW<br>Surface to 8,707' | .04500 | .04500 | 0.0 | 0.0 | 0.0 |
| [redacted] | | Township 28 North, Range 114 West<br>Section 15: E2SW<br>From 8,707 to 9,630' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 114 West<br>Section 22: SW<br>Surface to 9,630' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-3776 (691272L-01) | 02/01/67 | Township 27 North, Range 112 West<br>Section 13: W2W2<br>Section 25: SE, NE<br>Surface to 4,900' | .12500 | .12500 | 0.0 | 0.0 | 0.05 |

[redacted]

EXHIBIT "A"
MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400
SUBLETTE COUNTY, WYOMING

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-9578 (700196L-01) | 12/01/67 | Township 28 North, Range 114 West<br>Section 3: Lots 7-10, 15-18<br>Section 4: Lots 5-20<br>Section 5: Lots 5, 6, 13, 20, S2NE, NWSE<br>Section 9: N2<br>Section 10: NW<br>Surface to 8,838' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 114 West<br>Section 3: Lots 7-10, 15-18<br>Section 4: Lots 5-14, 19, 20<br>Section 5: Lots 5, 6, 13, 20, S2NE, NWSE<br>Section 9: N2<br>Section 10: NW<br>From 8,838' to 9,630' | .22500 | .22500 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 114 West<br>Section 4: Lots 15-18<br>8,838' to 9,630' | .22500 | .22500 | 0.0 | 0.0 | 0.0 |
| USA #WYW-15340 (690884L-01) | 10/01/68 | Township 27 North, Range 112 West<br>Section 24: E2<br>Surface down to 4,900' | .12500 | .12500 | 0.0 | 0.0 | 0.0 |
| USA #WYW-015747 (690879L-01) | 11/01/68 | Township 27 North, Range 112 West<br>Section 2: Lots 1, 2, S2NE<br>Operating rights from surface to 9,500' | .30000 | .30000 | 0.0 | 0.0 | 0.05875 |
| | | Township 27 North, Range 112 West<br>Section 2: Lots 1, 2, 3, 5, 6, 7, S2NE, SENW<br>Operating rights Below 9,500' | .25000 | .25000 | 0.0 | 0.0 | 0.05875 |
| | | Township 27 North, Range 112 West<br>Section 2: Lots 3, 5, 6, 7, SENE<br>Operating rights from surface to 9,500' | .28000 | .28000 | 0.0 | 0.0 | 0.05875 |

18

EXHIBIT "A"
MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400
SUBLETTE COUNTY, WYOMING

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-16770 (00012L-01) | 12/01/48 | Township 30 North, Range 112 West<br>Section 30: SWNE<br>Surface to 3650' | .22500 | .22500 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 30: SWNE<br>From 3650' to 3983' | .11250 | .11250 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 30: SE<br>Surface to 3650' | .16875 | .16875 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 30: SE<br>From 3650' to 3893' | .11250 | .11250 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 30: Lots 1, 2, 3, 4<br>Surface to 3650' | .16875 | .16875 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 30: Lots 1, 2, 3, 4<br>From 3650' to 3893' | .11250 | .11250 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 31: Lot 1, 2, E2NW, NE<br>Surface to 3893' | .11250 | .11250 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 31: Lots 3, 4, E2SW, W2SE, NESE<br>Surface to 3800' | .05625 | .05625 | 0.0 | 0.0 | 0.06 |
| | | Township 30 North, Range 112 West<br>Section 31: Lots 3, 4, E2SW, W2SE, NESE<br>From 3800' to 3893' | .11250 | .11250 | 0.0 | 0.0 | 0.06 |

EXHIBIT "A"
MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400
SUBLETTE COUNTY, WYOMING

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-17208 (700000L-01) | 3/01/69 | Township 28 North, Range 114 West<br>Section 32: Lot 16 -20<br>Surface to 8950' | .11875 | .11875 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 114 West<br>Section 32: Lot 16 -20<br>8,950' to 9,630' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| USA #WYE-024470 (700784L-01) | 01/01/50 | Township 29 North, Range 112 West<br>Section 28: NW<br>Section 29: NE<br>To depth drilled | .12000 | .12000 | 0.0 | 0.0 | 0.0 |
| USA #WYE-024526 (700790L-01) | 12/01/48 | Township 30 North, Range 112 West<br>Section 30: NWNWNE, S2NWNE<br>Surface to 3,893' | .11250 | .11250 | 0.0 | 0.0 | 0.0 |
| USA #WYE-024528 (700785L-01) | 01/01/50 | Township 28 North, Range 112 West<br>Section 28: W2, SE<br>Section 29: E2NE<br>All depths | .12000 | .12000 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 112 West<br>Section 29: SE<br>Surface to 3,650' | .12000 | .12000 | 0.0 | 0.0 | 0.0 |
| | | Township 28 North, Range 112 West<br>Section 29: SE<br>3,650' to 3,700' | .12000 | .12000 | 0.0 | 0.0 | 0.0 |
| USA #WYW-27643 (700770L-01) | 12/01/48 | Township 30 North, Range 112 West<br>Section 30: SENW, E2SW<br>Surface to 3,893' | .11250 | .11250 | 0.0 | 0.0 | 0.065 |

**EXHIBIT "A"**
**MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400**
**SUBLETTE COUNTY, WYOMING**

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-27644 (700793L-01) | 08/01/50 | Township 30 North, Range 113 West<br>Section 11: SE<br>Surface to 3,801' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-48517 (700429L-01) | 01/01/75 | Township 29 North, Range 112 West<br>Section 17: SENW, E2SW, SWSE<br>Below 4,840' | .1319486 | .1319486 | 0.0 | 0.0 | 0.0 |
| USA #WYW-053449 (700791L-01) | 02/01/50 | Township 29 North, Range 112 West<br>Section 22: S2NE, SWNW<br>Surface to 4,704' | .12500 | .12500 | 0.0 | 0.0 | 0.0 |
| USA #WYW-055073 (700792L-01) | 12/01/48 | Township 30 North, Range 112 West<br>Section 32: W2NW<br>To depth drilled | .12500 | .12500 | 0.0 | 0.0 | 0.0 |
| USA #WYW-317227 (700153L-01) | 06/01/65 | Township 28 North, Range 114 West<br>Section 28: W2NW, SW<br>Surface to 8,850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-317227-A (700156L-01) | 06/01/65 | Township 28 North, Range 114 West<br>Section 33 NW, NWNWSW, NESW, E2NWSW, SWNWSW<br>Surface to 8,850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-317228 (700155L-01) | 06/01/65 | Township 28 North, Range 114 West<br>Section 28: E2NW<br>Section 32: Lots 11, 12, 13, 14, 15<br>Surface to 8,850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-317229 (700002L-01) | 06/01/65 | Township 28 North, Range 114 West<br>Section 29: Lots 1-2, 9-12, 19, 20<br>Section 32: Lots 1-10<br>Surface to 8850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |

**EXHIBIT "A"**
**MASS TRANSFER OF OPERATING RIGHTS - COMPANY 400**
**SUBLETTE COUNTY, WYOMING**

| LEASE SERIAL NO. | EFFECTIVE DATE | DESCRIPTION | INTEREST OWNED | INTEREST CONVEYED | INTEREST RETAINED | OVERRIDING ROYALTY RESERVED | OVERRIDING ROYALTY PREVIOUSLY RESERVED |
|---|---|---|---|---|---|---|---|
| USA #WYW-320213 (700154L-01) | 11/01/65 | Township 28 North, Range 114 West<br>Section 29: Lots 3, 4, 5, 6, 7, 8, 13, 14, 15<br>Surface to 8,850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |
| USA #WYW-322610 (700152L-01) | 4/01/66 | Township 28 North, Range 114 West<br>Section 29: Lots 16, 17, 18<br>Surface to 8,850' | .06250 | .06250 | 0.0 | 0.0 | 0.0 |

85

86

PRODUCERS 88 - PAID UP
11-57 POOLING
Comp. Form

264567

RECORDED Nov 19 1997 1230PM
IN BOOK 196 PAGE 86
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

PAID-UP

# OIL AND GAS LEASE

AGREEMENT, made and entered into the 13th day of November 1997, by and between **Mark O. Steele and Terry D. Steele, husband and wife, P. O. Box 231, Pinedale, WY 82941,** hereinafter called Lessor (whether one or more) and **WLR, Inc., P. O. Box 4690, Casper, WY 82604,** 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 said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of **Sublette**, State of **Wyoming**, described as follows, to wit:

Township 34 North, Range 109 West, 6th P.M.
Section 30: Lot 4(34.00), E2SW, NWSE
Section 31: Lots 1(34.13), 2(34.26), E2NW
Sections 30 & 31: That part of the SWSE of Section 30 and that part of the NE4 of Section 31 described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence South 2640 feet to the center quarter corner of Section 31, thence East 2640 feet to the quarter corner common to sections 31 and 32, thence North 1061 feet ; thence 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; thence S. 89° 44' W. 634 feet; thence South 1333 feet to the point of beginning.

Township 34 North, Range 110 West, 6th P.M.
Section 25: SESE

and containing for the purposes of this lease, whether more or less, **500.42** acres

1. It is agreed that this lease shall remain in force for a term of **five (5)** years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties ( including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.
8. No well shall be drilled nearer than ~~200~~ 400 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.

* Prior to committing thi[redacted]se or lands contained [redacted]n to a [redacted]ing or unitization ag[redacted]nt Lessee will provide [redacted]en notice to Lessor of such action as it pertains to Paragraph 12.

* 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 judgement 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Mark O. Steele
Mark O. Steele

SSN 520-66-7495

X Terry D. Steele
Terry D. Steele

## ACKNOWLEDGMENT

STATE OF Wyoming }
}
COUNTY OF Sublette }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of November, 1997 personally appeared **Mark O. Steele and Terry D. Steele, husband and wife** , to me known to be the identical persons, described in and who executed the within and foregoing instrument and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 12, 2001

Notary Public

MICHAEL T. DEVER
Notary Public
Sublette County, Wyoming

WY 815 MOS.OGL.wpd

# ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Ultra Resources, Inc., a Wyoming Corporation, hereinafter referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Chevron U.S.A. Production Company - Paradise Federal #23-31, located in the NE/4 SW/4 of Section 31, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming, and covered by that certain Oil, Gas and Mineral Lease WYW-088580, effective November 1, 1984, hereinafter referred to as "the Alpine Lease", between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Assignor sells, transfers, and assigns to Assignee all of Assignor's interest in all surface and production casing set to a total depth of 12,574 feet.

This Assignment is made expressly subject to and Ultra's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

This Assignment is further subject to that certain Farmin Agreement dated October 19, 1994, but effective November 16, 1993, by and between Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc. and Shama Zoe Limited Partnership, d/b/a Alpine Gas Company.

Ultra agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe 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 Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe 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 Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Ultra shall assume all responsibility for the Well Bore, 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). Ultra as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; 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.

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

RECORDED November 19 1997 4:10 PM
IN BOOK 106 Pct 6 PAGE 88
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOM[redacted]

264575

By Tracey L Hoov[redacted]

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

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED this 12th day of September, 1997, but to be effective for all purposes as of August 15, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

ULTRA RESOURCES, INC.

By _____
R. G. "Jerry" Albertus,
President

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of September, 1997, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of October, 1997, personally appeared R. G. "Jerry" Albertus, as President of Ultra Resources, Inc., a Wyoming corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

2/27/98

NOTARY PUBLIC - STATE OF WYOMING

90

# ASSIGNMENT OF OVERRIDING ROYALTY
# AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Marlene Diann Peter, Trustee of The Peter Family Trust, u/d/t January 6, 1992, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overriding royalty unto the following party in the amounts shown:

MARLENE DIANN PETER, or Successors, TRUSTEE OF THE PETER FAMILY EXEMPTION TRUST, u/d/t January 6, 1992

Being in all a total of an undivided 100% of assignors interest in an overriding royalty in all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming under the above designated oil and gas leases and any extension or renewal thereof, to-wit:

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

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

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

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

264582

RECORDED November 20 1997 12:20 PM
IN BOOK 106 OR 6 PAGE 90
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Howell

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

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

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

Dated: 11/13/97

Marlene Diann Peter, Trustee
The Peter Family Trust, u/d/t 01/06/92

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

On November 13, 1997 before me, Joan M. Rich, notary public, personally appeared Marlene Diann Peter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my name and official seal.

Joan M. Rich
Notary Public

JOAN M. RICH
Commission # 1108147
Notary Public — California
San Luis Obispo County
My Comm. Expires Nov 4, 2000

PETER\Assign of Lease

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

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

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

   _x_ Native Born

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

   Irrevocable Trust

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

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

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 ½ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee: $25.00

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

Executed this 13th day of November, 1997.

ASSIGNEE

Marlene Diann Peter, Trustee
The Peter Family Exemption Trust
u/d/t 01/06/92

Address:

349 Fresno Avenue
Morro Bay, CA 93442

PRODUCERS 88-1 AP P
Rev. 3-60, No. 2 — 8pt.

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 18th day of August, 19 97, by and between John R. Buyer and Laurie Buyer, husband and wife,

Whose post office address is Box 24, Fairplay, CO 80440, hereinafter called Lessor (whether one or more) and Springfield Oil Company whose post office address is HC 52 Box 108-F, Hot Springs SD, 57747 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, 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 37 NORTH, RANGE 110 WEST, 6TH P.M.

Section 20: S½SW¼
Section 28: SW¼NE¼, S½NW¼, W½SE¼, SW¼
Section 29: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 32: E½E½, SW¼SE¼
Section 33: NW¼NW¼, SW¼NW¼, SE¼NW¼

and containing 1160.00 acres, more or less.

264583 1230P

RECORDED NOV 20 1997 M
IN BOOK 106 Oil PAGE 93
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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.

John R Buyer
John R. Buyer SS# 524-48-2233

Laurie Buyer
Laurie Buyer

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

94

STATE OF Colorado
COUNTY OF Park } 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 7th day of October, 19 97, personally appeared John R. Buyer and Laurie Buyer, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My Commission Expires 11/10/98

Notary Public.
Colorado Community First Title
Address: PO Box 98
Fairplay, CO 80440

STATE OF _____
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

My Commission expires _____

Address: _____

No. _____
FROM
TO
Dated _____
No. Acres _____
_____ County, _____
Term _____

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

_____
_____ County Clerk.
By _____ Deputy.

When recorded return to

PRODUCERS [redacted]
Rev. 5-60, No. [redacted]

[redacted] [redacted]

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 18th day of August, 1997, by and between Margaret L. Buyer, a single woman, Box 201, Patagonia, AZ 85624, hereinafter called Lessor (whether one or more) and Springfield Oil Company, whose post office address is HC 52, Box 108-F, Hot Springs, SD 57747, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS ($10.00+) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming as follows, to-wit:

TOWNSHIP 37 NORTH, RANGE 110 WEST, 6TH P.M.
Section 20: S/2SW/4
Section 28: SW/4NE/4, S/2NW/4, W/2SE/4, SW/4
Section 29: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4

and containing 840.00 acres, more or less.

264584
1230P
RECORDED NOV 20 1997 M
IN BOOK 106 046 PAGE 95
FEES $ 9.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Tracey L Howe

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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.

Margaret L. Buyer
Margaret L. Buyer

Taxpayer Identification or Social Security Number

524-30-8865

State of Wyoming Arizona }
County of Sublette Santa Cruz } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26 day of Sept., 1997, personally appeared Margaret L. Buyer, a single woman, 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 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:
Jan. 7, 2001

OFFICIAL SEAL
JOY A. QUIROGA
NOTARY PUBLIC-ARIZONA
SANTA CRUZ COUNTY
My Comm. Expires Jan. 7, 2001

Joy A. Quiroga
Notary Public

Address: 301 McKeown Ave Patagonia AZ 85624

OFFICIAL SEAL
JOY A. QUIROGA
NOTARY PUBLIC-ARIZONA
SANTA CRUZ COUNTY
My Comm. Expires J...

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Elmer Reaveley, as heir to Bertha Reaveley, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased; and Norma Reaveley, husband and wife, 1500 Dona Place, Grants, NM 87020, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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.

Elmer Reaveley
Elmer Reaveley, as heir to Bertha Reaveley, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased

Social Security No. 529-03-2695

Norma Reaveley
Norma Reaveley

522-28-4035

26465a

RECORDED Nov. 26, 1997 8:05AM
IN BOOK 106 046 PAGE 97
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ACKNOWLEDGMENT

STATE OF New Mexico )
)
COUNTY OF Cibola )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November, 1997, personally appeared Elmer Reaveley, as heir to Bertha Reaveley, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased; and Norma Reaveley, husband and wife to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Jeanette Brute
Notary Public

My Commission Expires: 4-19-98

WY813.EN.OGL

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between May Alice Bertoncelj, heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, and Peter J. Bertoncelj, wife and husband, 804 N. Elm Court, Gillette, WY 82716, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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. Lessee 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 of 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.

May Alice Bertoncelj
May Alice Bertoncelj

Social Security No. 520-36-0704

Peter J. Bertoncelj
Peter J. Bertoncelj

264654

RECORDED Nov. 26 1997 8:05 AM
IN BOOK 104 OR PAGE 99
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ACKNOWLEDGMENT

STATE OF WYOMING )
)
COUNTY OF CAMPBELL )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 1997, personally appeared May Alice Bertoncelj, heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, and Peter J. Bertoncelj, wife and husband to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

TORI WOODARD - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires August 15, 2001

Tori Woodard
Notary Public

My Commission Expires: 8-15-01

WY813.MAB.OGL

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Elma Cantlin, a widow, as surviving spouse of Edgar "Gerald" Cantlin, Jr., deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, P.O. Box 525, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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. Lessee 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 of 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.

Elma Cantlin, a widow

Social Security No. 520-22-5459

264655

RECORDED Nov. 26 1997 8:06 AM
IN BOOK 106 OF 6 PAGE 101
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locken

**ACKNOWLEDGMENT**

STATE OF WYOMING_____ )
)
COUNTY OF SUBLETTE_____ )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of **November, 1997, personally appeared Elma Cantlin,a widow, as surviving spouse of Edgar "Gerald" Cantlin, Jr., deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased** 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 an affixed my notarial seal the day and year last above written.

Michael T. DeVer
Notary Public

My Commission Expires: June 12, 2001

WY813.ELMAC.OGL

MICHAEL T. DEVER
Notary Public
Natrona County, Wyoming

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Ellen Cole a married woman dealing in her sole and separate property, as heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, P.O. Box 84, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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.

Ellen Cole

Ellen Cole

Social Security No. 520-32-3058-A

264656

RECORDED Nov. 26, 1997 8:05AM
IN BOOK 101 D+B PAGE 103
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Scoton

**ACKNOWLEDGMENT**

STATE OF WYOMING )
)
COUNTY OF SUBLETTE )

**BEFORE ME**, the undersigned, a Notary Public, in and for said County and State, on this 18th day of **November, 1997, personally appeared Ellen Cole, a married woman dealing in her sole and separate property** 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 an affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: June 12, 2001

MICHAEL T. DEVER
Notary Public
Natrona County, Wyoming

WY813.EC.OGL

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136343

Lease Effective Date
(Anniversary Date)
MAY 1, 1995

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street: John P. Lockridge
   City, State, ZIP Code: 1801 Broadway, Suite 1250 — 50%
   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 34 North - Range 112 West, 6th P.M.<br>Section 32: ALL.<br>Section 35: ALL.<br>Sublette County, Wyoming<br><br>Containing 1,280.00 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264700

RECORDED Dec 1, 1997 1:40 PM
IN BOOK 106 Misc PAGE 105
FEES $10.00 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 _____
(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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, 1997.

My Commission Expires: 1/19/2000

SANDRA K. PERKO NOTARY PUBLIC STATE OF COLORADO

JEANETTE COMITA BINEDAR: CO[illegible] CLERK
IN BOOK [illegible] PAGE [illegible]
RECORDED [illegible] 1997
Sandra K. Perko

Sandra K. Perko

## 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 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 S association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of th 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 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 i 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; (c parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 18th day of February, 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR: Eric S. McGlone, President

ATTEST: Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, 1997.

ASSIGNEE: John P. Lockridge

Prima Oil & Gas Company

G. Walter Lunsford, Attorney-in-Fact

[illegible]:

[illegible]

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—873-016/95011

[redacted] [redacted] [redacted]

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136345

Lease Effective Date
(Anniversary Date)
MAY 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

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 80202

50%

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 4: Lots 1-4, S/2N/2, S/2.<br>Section 5: Lots 1-4, S/2N/2, S/2.<br>Section 6: Lots 1, 2, 6, S/2NE/4, N/2SE/4, SE/4SE/4.<br>Section 8: N/2NE/4, SE/4NE/4.<br>Section 9: N/2, NE/4SE/4.<br>Sublette County, Wyoming<br><br>Containing 2,076.15 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264701

RECORDED Dec. 1 1997 1:40 PM
IN BOOK 104 Misc. PAGE 108
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)

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February 1997 before me appeared Eric S. McClone, President of Mountain States Fuels, Inc., to me personally known to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission Expires: 11/5/97

Sandra K. Perko Notary Public

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 18th day of February, ~~1995~~ 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR: Eric S. McClone, President

ATTEST: Mary M. McClone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE: John P. Lockridge

Prima Oil & Gas Company

G. Walter Lunsford, 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.

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—673-016/95011

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-In-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136346

Lease Effective Date
(Anniversary Date)
MAY 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

John P. Lockridge
1801 Broadway, Suite 1250 50%
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 7: Lot 4, SE/4SW/4, S/2SE/4.<br>Section 18: Lots 1-4, E/2, E/2W/2.<br>Section 19: Lots 1-4, E/2, E/2W/2.<br>Section 30: Lots 1-4, E/2, E/2W/2.<br>Section 31: Lots 1, 2, N/2NE/4, SW/4NE/4, E/2NW/4.<br>Sublette County, Wyoming<br><br>Containing 2,343.07 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264702

RECORDED Dec. 1, 1997 1:40 PM
IN BOOK 106 516, PAGE 111
FEES $10.00 M L [illegible] 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)

111

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, 1997.

My Commission expires: 11/5/97

FILED
COUNTY CLERK

Notary Public
Sandra K. Perko

## 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 18th day of February, 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McGlone, President

ATTEST:
Martin McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, 1997.

ASSIGNEE:
John P. Lockridge

Prima Oil & Gas Company

G. Walter Lunsford, 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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

114

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136347

Lease Effective Date
(Anniversary Date)
MAY 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

   John P. Lockridge
   1801 Broadway, Suite 1250
   Denver, CO 80202

   50%

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 8: S/2SW/4, SW/4SE/4.<br>Section 17: ALL.<br>Section 20: E/2, NW/4NW/4.<br>Section 21: ALL.<br>Sublette County, Wyoming<br><br>Containing 1,760.00 acres, more or less 264703 | 100% | 100% | NONE | NONE | NONE |

RECORDED Dec. 1 1997 1:40 PM
IN BOOK 106 OTG PAGE 114
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Lockridge

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February 1995 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February 1995 1997.

My Commission Expires: 11/5/97

Notary Public
Sandra K. Perko

## 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 18th day of February 1997. 1995.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR: Eric S. McGlone, President

ATTEST: Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February 1997. 1995.

ASSIGNEE: John P. Leckridge

Prima Oil & Gas Company

XXXXXXXXXXXXXXXXXX
G. Walter Lunsford, Attorney-in-Fact

XXXXXXXXXXXXXXXXXX

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—673-016/95011

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136348

Lease Effective Date
(Anniversary Date)
MAY 1, 1995

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street: John P. Lockridge
   City, State, ZIP Code: 1801 Broadway, Suite 1250 Denver, CO 80202 — 50%

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 13: SE/4SW/4, SW/4SE/4.<br>Section 22: S/2N/2, S/2.<br>Section 23: NE/4NE/4, S/2N/2, S/2.<br>Section 24: NW/4, NW/4SW/4, SE/4.<br>Sublette County, Wyoming<br><br>Containing 1,440.00 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264704

RECORDED Dec. 1 1997 1:40 PM
IN BOOK 106 016 PAGE 117
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeton

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission Expires: 11-5-97

Notary Public
Sandra K. Perko

## 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 18th day of February, ~~1995~~ 1997.

Name of Assignor, as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McGlone, President

ATTEST:
Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE:
John P. Lockridge

Prima Oil & Gas Company

G. Walter Lunsford, 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.

☆ U S GOVERNMENT PRINTING OFFICE 1988—573-016/85011

[redacted] [redacted] [redacted]

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

120

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136349

Lease Effective Date
(Anniversary Date)
MAY 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

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 80202

50%

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 25: NE/4, SW/4, W/2SE/4.<br>Section 26: ALL.<br>Section 27: ALL.<br>Section 34: N/2N/2.<br>Section 35: N/2, E/2SW/4, SE/4.<br>Sublette County, Wyoming<br><br>Containing 2,400.00 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264705

RECORDED Dec. 1, 1997 1:40 p M
IN BOOK 106 045 PAGE 180
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)

[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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McClone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission expires: 11-5-97

Notary Public
Sandra K. Perko

## 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 18th day of February, ~~1995~~ 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McClone, President

ATTEST:
Mary H. McClone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE:
John P. Lockridge

Prima Oil & Gas Company

[redacted]
G. Walter Lunsford, Attorney-in-Fact

[redacted]

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988 -673-016/95011

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Form 3000-9
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136350

Lease Effective Date
(Anniversary Date)
MAY 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

   John P. Lockridge
   1801 Broadway, Suite 1250 50%
   Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North - Range 112 West, 6th P.M.<br>Section 28: S/2.<br>Section 29: S/2.<br>Section 32: E/2, E/2W/2, NW/4NW/4.<br>Section 33: NE/4, NE/4NW/4, S/2NW/4, S/2.<br>Sublette County, Wyoming<br><br>Containing 1,760.00 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264706

RECORDED Dec. 1 1997 1:42 PM
IN BOOK 104 P16 PAGE 103
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lyon

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, Co 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission expires: 11-5-97

Notary Public
Sandra K. Perko

## 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 18th day of February, ~~1995~~ 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McGlone, President

ATTEST:
Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE:
John F. Lockridge

Prima Oil & Gas Company

XXXXXXXXXXXXXXXX
G. Walter Lunsford, Attorney-in-Fact

ATTEST:

XXXXXXXXXXXXXXXX

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
November 5, 1997

NOTARY PUBLIC

Sandra K. Perko
Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust
Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

126

Form 3000-3
(June 1988)

**UNITED STATES**
**DEPARTMENT OF THE INTERIOR**
**BUREAU OF LAND MANAGEMENT**

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136358

Lease Effective Date
(Anniversary Date)
MAY 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

John P. Lockridge
1801 Broadway, Suite 1250 50%
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 113 West, 6th P.M.<br>Section 2: Lots 1-4, S/2N/2, S/2.<br>Section 10: S/2.<br>Section 11: ALL.<br>Sublette County, Wyoming<br><br>Containing 1,575.20 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264707

RECORDED Dec. 1 1997 1:10 PM
IN BOOK 101 Misc. PAGE 126
FEES $10.00 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 _____ _____
(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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission Expires: 11-5-97

Notary Public
Sandra K. Perko

## 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 18th day of February, ~~1995~~ 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McGlone, President

ATTEST:
Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE:
John P. Lockridge

Prima Oil & Gas Company

XXXXXXXXXXXXXXX
G. Walter Lunsford, Attorney-in-Fact

XXXXX:

XXXXXXXXXXXXX

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-In-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
WYW-136359

Lease Effective Date
(Anniversary Date)
MAY 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

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 80202

50%

*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 113 West, 6th P.M.<br>Section 14: E/2.<br>Section 23: ALL.<br>Section 26: ALL<br>Sublette County, Wyoming<br><br>Containing 1,600.00 acres, more or less | 100% | 100% | NONE | NONE | NONE |

264708

RECORDED Dec. 1 1997 1:40 PM
IN BOOK 104 Oto PAGE 129
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

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)

129

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.

Prima Oil & Gas Company
1801 Broadway, Suite 500 50%
Denver, CO 80202

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~. 1997.

My Commission expires: 11-5-97

Notary Public
Sandra K. Perko

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the l... of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United State... association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exc... 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing Distri... in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) 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 18th day of February, ~~1995~~. 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR:
Eric S. McGlone, President

ATTEST:
Mary M. McGlone, Secretary

621 17th Street, Suite 1135
Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~. 1997.

ASSIGNEE:
John P. Lockridge

Prima Oil & Gas Company

[redacted]
G. Walter Lunsford, Attorney-in-Fact

[redacted]

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

☆ U S GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
November 8, 1997

NOTARY PUBLIC

Sandra K. Perko
Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-In-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust
Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

132

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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

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

Lease Serial No.
See Attached

Lease Effective Date
(Anniversary Date)
July 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

   John P. Lockridge 50%
   1801 Broadway, Suite 1250
   Denver, CO 80202

   Prima Oil & Gas Company 50%
   1801 Broadway, Suite 500
   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 |

See Attached Exhibit "A"

264709

RECORDED Dec. 1 1997 1:40 PM
IN BOOK 104 016 PAGE 132
FEES $27.50
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

STATE OF COLORADO

COUNTY OF DENVER

On this 18th day of February, ~~1995~~ 1997, before me appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this instrument on behalf of Mountain States Fuels, Inc.

Given under my hand and seal this 18th day of February, ~~1995~~ 1997.

My Commission Expires, 11-5-97

Notary Public
Sandra K. Perko

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

Executed this 18th day of February, ~~1995~~ 1997.

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.

ASSIGNOR: Eric S. McGlone, President

ATTEST: Mary M. McGlone, Secretary

621 17th Street, Suite 1135

Denver, Colorado 80293

Executed this 18th day of February, ~~1995~~ 1997.

ASSIGNEE: John P. Lockridge

Prima Oil & Gas Company

G. Walter Lunsford, 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.

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—873-018/95011

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John P. Lockridge, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

November 5, 1997

NOTARY PUBLIC

Sandra K. Perko

Sandra K. Perko
1801 Broadway, #1250, Denver, CO 80202

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 18th day of February, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

Exhibit "A"
Attached to and made a part of that certain
Mass Transfer of Record Title Interest in a Lease
for Oil and Gas or Geothermal Resources

| Lease No. | Description | PERCENT OF INTEREST | | | PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS | |
|---|---|---|---|---|---|---|
| | | Owned | Conveyed | Retained | Reserved | Previously Reserved or conveyed |
| WYW-136851 | Township 36 North - Range 113 West, 6th P.M.<br>Section 13: E/2<br>Section 14: W/2<br>Section 24: W/2<br>Sublette County, Wyoming<br>Containing 960.00 acres, more or less. | 100% | 100% | None | None | None |
| WYW-136850 | Township 36 North - Range 113 West, 6th P.M.<br>Section 1: Lots 1-4, S/2N/2, S/2<br>Section 12: E/2, E/2W/2<br>Sublette County, Wyoming<br>Containing 1,108.40 acres, more or less. | 100% | 100% | None | None | None |
| WYW-136840 | Township 36 North - Range 112 West, 6th P.M.<br>Section 15: NW/4<br>Section 20: E/2SW/4, SE/4<br>Section 29: N/2NE/4, NE/4NW/4<br>Sublette County, Wyoming<br>Containing 520.00 acres, more or less. | 100% | 100% | None | None | None |
| WYW-136839 | Township 36 North - Range 112 West, 6th P.M.<br>Section 10: W/2, SE/4<br>Section 15: NE/4, E/2SE/4<br>Section 23: N/2NW/4.<br>Sublette County, Wyoming<br>Containing 800.00 acres, more or less. | 100% | 100% | None | None | None |

| Lease No. | Description | PERCENT OF INTEREST Owned | Conveyed | Retained | PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS Reserved | Previously Reserved or conveyed |
|---|---|---|---|---|---|---|
| WYW-136838 | Township 36 North - Range 112 West, 6th P.M.<br>Section 7: Lots 1-4, E/2, E/2W/2<br>Section 8: N/2<br>Section 17: All<br>Section 18: Lots 1-4, SE/4NE/4, E/2W/2, SE/4<br>Section 21: N/2N/2<br>Sublette County, Wyoming<br>Containing 2,277.24 acres, more or less. | 100% | 100% | None | None | None |
| WYW-136836 | Township 36 North - Range 112 West, 6th P.M.<br>Section 1: Lots 3, 4, S/2NW/4, W/2SW/4, SE/4<br>Section 2: Lots 1, 2, SE/4NE/4, S/2<br>Section 3: E/2SE/4<br>Section 11: W/2E/2, W/2<br>Section 13: E/2<br>Section 14: W/2NE/4, W/2, SE/4<br>Section 24: NW/4SW/4<br>Sublette County, Wyoming<br>Containing 2,307.58 acres, more or less. | 100% | 100% | None | None | None |
| WYW-136834 | Township 33 North - Range 112 West, 6th P.M.<br>Section 8: E/2<br>Section 10: N/2, N/2SW/4, SE/4SW/4, SE/4<br>Section 22: NW/4<br>Sublette County, Wyoming<br>Containing 1,080.00 acres, more or less. | 100% | 100% | None | None | None |

136

| Lease No. | Description | PERCENT OF INTEREST | | | PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS | |
|---|---|---|---|---|---|---|
| | | Owned | Conveyed | Retained | Reserved | Previously Reserved or conveyed |
| WYW-136835 | Township 33 North - Range 112 West, 6th P.M.<br>Section 18: NE/4SW/4, SW/4SE/4<br>Section 19: Lots 1-4, S/2NE/4, E/2W/2, SE/4<br>Section 20: SW/4NW/4, N/2SW/4, NW/4SE/4<br>Section 30: Lot 1, NE/4NW/4<br><br>Township 33 North - Range 113 West, 6th P.M.<br>Section 12: E/2, N/2SW/4, SE/4SW/4<br>Section 13: NE/4NE/4, SW/4NW/4, SW/4, W/2SE/4, SE/4SE/4<br>Section 24: All<br>Section 25: N/2NE/4, E/2NW/4<br>Sublette County, Wyoming<br>Containing 2,478.75 acres, more or less. | 100% | 100% | None | None | None |

137

END OF EXHIBIT "A"

# OVERRIDING ROYALTY ASSIGNMENT

**THIS AGREEMENT Made and entered into of the date written below is by and between Olive Elizabeth Klatt, 260 Eva Street, Ventura, California 93003, party of the first part, hereinafter called "Assignor", and Dolar Oil Properties, L.C., 936 East South Union Avenue #D-202, Salt Lake City, Utah 84047, party of the second part, hereinafter called "Assignee".**

**NOW THEREFORE** For and in consideration of Ten and more Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged Assignor, herein hereby assigns, conveys, sells, transfers, and sets unto Assignee all of its right, title and interest, as set forth below, of overriding royalty interest in and to lands located in Sublette County, Wyoming, being more particularly described as follows, to-wit:

Tip Top Unit
Tract 35A
Ev. 018722-A
Effective 12/20/39
Township 28 North, Range 114 West, 6th P.M.
Section 1: Lots 7 & 8, S½NW¼, SW¼, SW¼SE¼
Containing 340.76 acres, more or less

The interest assigned herein shall represent a 0.00335% of 8/8ths overriding royalty interest. This Assignment shall be construed as applicable to all of oil, gas and casinghead gas produced, saved and marketed, as an overriding royalty, free and clear of any costs and expenses of the development and operation thereof, excepting taxes applicable to said interest and production, therefrom, from the land described herein, including all unit production and production from participating area allocated to said lands.

And for the same consideration the undersigned covenant with the Assignee, its heirs, and assigns that the undersigned is the lawful owner of and has good title to the interest herein assigned. Assignor agrees to execute such further assurance that may be required for complete enjoyment for the rights herein granted.

This assignment shall convey all rights to Assignee from Assignor, including the rights for Assignee to receive all unpaid royalties, suspended funds, or interest applicable to the overriding royalty interest herein conveyed before and after date of this agreement.

**EXECUTED THIS** 29 **day of** Oct, **1997.**

By: Olive Elizabeth Klatt
Olive Elizabeth Klatt

By: _____

## ACKNOWLEDGMENT

STATE OF Wyoming )
)ss
COUNTY OF Sublette )

On this _____ day of _____, 1997 before me the undersigned Notary Public for said County and State personally appeared before me Olive Elizabeth Klatt to me personally know to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the use and purposes herein set forth.

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

_____
Notary Public

My Commission Expires:_____

264723

RECORDED Dec. 2, 1997 8:15AM
IN BOOK 101 Misc. PAGE 138
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

A:UNITOFR\KLATTORRASG

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of VENTURA

On OCTOBER 29, 1997 (Date) before me, LINDA M. HERNANDEZ (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared OLIVE ELIZABETH KIATT (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

LINDA M. HERNANDEZ
Commission # 1153340
Notary Public - California
Ventura County
My Comm. Expires Aug 29, 2001

WITNESS my hand and official seal.

Angela M. Reinen
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

## Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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## GENERAL ASSIGNMENT OF OIL AND GAS PROPERTY INTERESTS

**FOR GOOD AND VALUABLE** considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, The Ellbogen Company, a general partnership, Assignor, hereby sells, assigns, conveys and sets over to The Ellbogen Company II LLC, a Wyoming limited liability company, Assignee, of P. O. Box 1928, Casper, Wyoming 82602-1928, all Assignor's oil and gas property interests of whatsoever nature or kind, including, but not by way of limitation, interests in oil and gas leases, interests in minerals, royalty interests and overriding royalty interests.

DATED this 4th day of November, 1997.

THE ELLBOGEN COMPANY, a general partnership

By Thomas M. Ellbogen
Thomas M. Ellbogen,
a general partner

STATE OF WYOMING )
) SS
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Thomas M. Ellbogen, a general partner of The Ellbogen Company, this 4th day of November, 1997.

Witness my hand and official seal.

NEYSA M. ERICKSON-Notary Public
County Of Natrona — State Of Wyoming
My Commission Expires Sept. 5, 1998

neysa m. erickson
Notary Public

RECORDED December 2 1997 9308 AM
IN BOOK 106 Misc PAGE 140
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

264748

Form 2000-5
(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-142260

Lease Effective Date
(Anniversary Date)
8-1-97

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production, Inc.
   Street P.O. Box 2100
   City, State, ZIP Code Denver, Colorado 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:

| 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 28N., Range 107W., 6th P.M.<br>Section 4: Lots 1; W2SE<br>Section 7: Lots 5-8; E2W2<br><br>264776<br><br>RECORDED Dec. 2 1997 11:00AM<br>IN BOOK 106 Of6 PAGE 141<br>FEES $8.00 M. Lee COUNTY CLERK<br>SUBLETTE COUNTY, PINEDALE WYOMING<br>By Cathy Saxton<br><br>412.76 Acres<br>Sublette County, Wyoming | 100% | 25% | 75% | None | None |

**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 _____

☐ Assignment approved for attached land description

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

_____

141

STATE OF WYOMING )
)
COUNTY OF NATRONA )

On this 18th day of November 1997, before me personally appeared Charlotte Kauffman, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney in Fact of ULTRA PETROLEUM (USA) INC. and acknowledged to me that she subscribed the name ULTRA PETROLEUM (USA) INC., thereto as principal and her own name as Attorney-in-Fact.

Witness my hand and official seal.

Cindy Halasz
Notary Public

CINDY HALASZ NOTARY PUBLIC COUNTY OF NATRONA STATE OF WYOMING MY COMMISSION EXPIRES JUNE 26, 1999

My Commission Expires: June 26, 1999

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

On this 20th day of November, 1997 before me personally appeared Patrick Lee Callahan, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact of TEXACO EXPLORATION AND PRODUCTION INC. and acknowledged to me that he subscribed the name of TEXACO EXPLORATION AND PRODUCTION INC. thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

MaryJune Frawley, Notary Public

Residing at: 5709 South Nepal Way, Aurora, CO 80015

My Commission Expires: May 21, 1998

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 17th day of November, 19 97

Name of Assignor as shown on current lease Ultra Petroleum (USA), Inc.
Please type or print

Assignor
or
Attorney-in-fact Charlotte Kauffman (Signature)
Charlotte Kauffman (Signature)
1112 Bonnie Brae
(Assignor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 20th day of November, 19 97

Texaco Exploration and Production Inc.
Assignee
or
Attorney-in-fact Patrick Lee Callahan (Signature)
Patrick Lee Callahan
(Signature)

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

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1991-312-001/...

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-133244

Lease Effective Date
(Anniversary Date)
07-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | <br>Conveyed<br>c | <br>Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | <br>Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 36 NORTH, RANGE 109 WEST<br><br>SEC. 32: SW;<br><br>Containing 160.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264779

RECORDED December 8 1997 11:20 AM
IN BOOK 126 Misc PAGE 143
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1252

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

FEES $
IN BOOK
RECORDED

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or 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 leases; (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 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

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

Assignor or Attorney-in-fact D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov., 19 97

Assignee or Attorney-in-fact M Albertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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] 1992-774-017 / 6702

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-123583

Lease Effective Date
(Anniversary Date)
05-01-91

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 35 NORTH, RANGE 112 WEST<br>SEC. 33: NWNW;<br>Containing 40.00 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264780

RECORDED December 8 1997 11:20AM
IN BOOK 106 of Misc PAGE 145
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1253

145

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

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

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1988)

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-123584

Lease Effective Date
(Anniversary Date)
05-01-91

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
Street 304 Inverness Way South, Suite 295
City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 35 NORTH, RANGE 111 WEST<br><br>SEC. 7: NE, NESE;<br>SEC. 18: LOTS 3, 4, E2SW, SWSE;<br>SEC. 19: LOTS 1-4, E2W2, W2E2, SENE, E2SE;<br>SEC. 25: N2;<br>SEC. 26: N2;<br>SEC. 30: LOTS 1, 2, E2NW, NE, N2SE;<br>SEC. 34: S2S2, NWSE, SWNE;<br>SEC. 35: NWNW, SWSW;<br><br>Containing 2335.42 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264781

RECORDED December 2 1992 11:20 AM
IN BOOK 126 Oil & Gas PAGE 147
FEES $ 8.00 Tracy L Hoover COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

WY-1254

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

Kathleen A. Day
Notary Public, State of Texas

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or 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 leases; (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 4th day of Nov, 19 97 Executed this 24 day of Nov. 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

Name of Assignor as shown on current lease _____ (Please type or print)

Assignor or Attorney-in-fact: D. T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

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

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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]

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-123586

Lease Effective Date
(Anniversary Date)
05-01-91

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | Conveyed<br>c | Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 36N, RANGE 111 W<br>SEC. 2: NWSE;<br>SEC. 4: LOTS 1, 2, 4, S2N2, S2;<br>SEC. 5: LOTS 1-4, S2N2, S2;<br>SEC. 9: ALL;<br>SEC. 10: ALL;<br>SEC. 14: ALL;<br>SEC. 15: ALL;<br>SEC. 22: ALL;<br><br>Containing 4444.93 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264782

RECORDED December 8 1997 11:20AM
IN BOOK 106 O & G PAGE 149
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

WY-1259

149

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a Pennsylvania corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov. 19 97

Assignee or Attorney-in-fact: [signature]
(Signature)

R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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]

Form 3000-3
(October 1988)

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-134449

Lease Effective Date
(Anniversary Date)
11-01-94

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse; if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 36 NORTH, RANGE 112 WEST | 100% | 100% | NONE | 4% of 8/8th | NONE |
| SEC. 35: SW; | | | | | |
| Containing 160.00 acres, more or less, Sublette County, Wyoming. | | | | | |

264783

RECORDED December 2 1997 11:22 AM
IN BOOK 106 Opt Ot PAGE 151
FEES $8.00 Mary L Lou
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

WY-1242

151

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

Name of Assignor as shown on current lease _____ (Please type or print)

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov., 19 97

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-135142

Lease Effective Date
(Anniversary Date)
02-01-95

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 35 NORTH, RANGE 111 WEST<br><br>SEC. 3: LOTS 1-4, S2N2, S2;<br>SEC. 4: S2NE, E2SW, SE;<br>SEC. 9: E2, E2NW;<br>SEC. 10: ALL;<br><br>Containing 1995.68 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264784

RECORDED December 2 1997 1120AM
IN BOOK 106 Oth 1 PAGE 153
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1243

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This Instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

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

Assignor or Attorney-in-fact D.T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-133102

Lease Effective Date
(Anniversary Date)
08-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | <br>Conveyed<br>c | <br>Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | <br>Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 36 NORTH, RANGE 112 WEST<br><br>SEC. 3: W2SE;<br><br>Containing 80.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264785

RECORDED December 2 1997 11:20A M
IN BOOK 106 O & G PAGE 155
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1244

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov. 19 97

Assignee or Attorney-in-fact: M. Albertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-135143

Lease Effective Date
(Anniversary Date)
02-01-95

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | Conveyed<br>c | Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 36 NORTH, RANGE 111 WEST<br><br>SEC. 28: ALL<br>SEC. 29: ALL<br>SEC. 32: ALL<br>SEC. 33: ALL<br><br>Containing 2560.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264786

RECORDED December 2 1997 1120 AM
IN BOOK 106 of Misc PAGE 157
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1245

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov, 19 97 Executed this 24 day of Nov. 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

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

Assignor or Attorney-in-fact D.T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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]

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-135148

Lease Effective Date
(Anniversary Date)
02-01-95

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | <br>Conveyed<br>c | <br>Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | <br>Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 36 NORTH, RANGE 112 WEST<br><br>SEC. 23: S2NW, SW;<br>SEC. 26: N2, SE;<br>SEC. 35: N2NE, SENE;<br><br>Containing 840.00 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8* | NONE |

264787

RECORDED December 2 19 97 1120 AM
IN BOOK 106 Misc PAGE 159
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

WY-1246

159

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of NOV ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

| Lease Serial No. |
|---|
| WYW-135149 |
| Lease Effective Date (Anniversary Date) |
| 02-01-95 |
| New Serial No. |
| |

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 36 NORTH, RANGE 112 WEST<br>SEC. 26: N2SW, SESW;<br><br>Containing 120.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264788

RECORDED December 2 19 97 11:20 AM
IN BOOK 106 at 6 PAGE 161
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

WY-1047

161

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of NOV ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease

Please type or print

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1998

# 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-132424

Lease Effective Date
(Anniversary Date)
06-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | Conveyed<br>c | Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 35 NORTH, RANGE 113 WEST<br>SEC. 1: LOTS 1-4, S2N2, SWSW;<br>SEC. 12: W2NW, N2SW, SESW, W2SE, SESE;<br>SEC. 13: NWSW, S2S2;<br>SEC. 24: ALL;<br>SEC. 25: ALL;<br><br>Containing 2154.16 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264789

RECORDED December 2 1997 11:20 AM
IN BOOK 156 Oil & Gas PAGE 163
FEES $ 8.00 Lynn L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

UV-1248

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin (Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact: (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

Form 3000-3
(October 1988)

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-133103

Lease Effective Date
(Anniversary Date)
08-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 36 NORTH, RANGE 112 WEST<br><br>SEC. 12: NENE, S2NE, SE;<br>SEC. 24: E2;<br><br>Containing 600.00 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264790

RECORDED December 2 1997 1120 AM
IN BOOK 106 Opt 6 PAGE 165
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

WY-1249

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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.

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

Executed this 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov, 19 97

Assignee or Attorney-in-fact: R. G. Albertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1988)

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-133091

Lease Effective Date
(Anniversary Date)
08-01-94

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description<br>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.<br>a | Percent of Interest<br>Owned<br>b | Conveyed<br>c | Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| TOWNSHIP 35 NORTH, RANGE 111 WEST<br><br>SEC. 4: LOTS 1-4, S2NW, W2SW;<br>SEC. 9: W2NW, SW;<br><br>Containing 555.76 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264791

RECORDED December 2 1997 11:00 AM
IN BOOK 106 Rpt 6 PAGE 167
FEES $8.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) _____ (Date)

WY-1250

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov ,19 97 Executed this 24 day of Nov. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

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

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-132404

Lease Effective Date
(Anniversary Date)
06-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 35 NORTH, RANGE 110 WEST<br><br>SEC. 9: N2, N2SW, SESW, SE;<br>SEC. 11: NE, W2SE;<br>SEC. 12: W2NW;<br><br>Containing 920.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 4% of 8/8th | NONE |

264792

RECORDED December 2 1997 1120AM
IN BOOK 106 Oil & Gas PAGE 169
FEES $8.00 Tracey L Hoover COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

WY-1251

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~October~~ November 4th, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

## 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 interest, direct or 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 leases; (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 4th day of Nov, 19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

Name of Assignor as shown on current lease _____ (Please type or print)

Assignor or Attorney-in-fact D. T. Berlin (Signature)

1301 MCKINNEY ST. (Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 24 day of Nov., 19 97

Assignee or Attorney-in-fact _____ (Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

[redacted] [redacted] [redacted]

Form 3000-3
(October 1992)

06-609-072

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-136841

Lease Effective Date (Anniversary Date): 7-1-95

New Serial No.:

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

The W. Clifton Arbuckle Trust
W. Clifton Arbuckle Trustee
633 17th St #1910
Denver, CO 80202

6.055% of 100.0%

*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<br>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.<br>a | Percent of Interest<br>Owned<br>b | Conveyed<br>c | Retained<br>d | Percent of Overriding Royalty or Similar Interests<br>Reserved<br>e | Previously reserved or conveyed<br>f |
|---|---|---|---|---|---|
| T.36 N., R. 112 W., 6th P.M., Sublette County<br><br>Section 19: Lots 1 thru 4,<br>20: N½, W½SW,<br>21: S½,<br>28: All,<br>29: SENE, W½NW, SENW, SW, E½SE,<br>30: Lots 1 thru 4<br><br>2078.68 Acres. | 100% | 100% | 0% | -0- | 5.0% |

264801

RECORDED Dec. 2 1997 3:30 PM
IN BOOK 106 OF 6 PAGE 171
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Rooter

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.

Roubidoux, LLC
W. Clifton Arbuckle, Manager
633 17th St. #1910
Denver, CO 80202 — 12.111% of 100.0%

The Elliott A. Rigge Trust
Elliott A. Rigge, Trustee
P.O. Box 711
Farmington, NM 87499 — 18.167% of 100.0%

RECORDED
IN BOOK
19

McLish Resources
McLish Petroleum Company, General Partner
633 17th St. #1910
Denver, CO 80202 — 18.167% of 100.0%

WILLOCO, LLC
Joseph H. Brinkman, Manager
1775 Sherman St. #1955
Denver, CO 80203 — 45.5% of 100.0%

STATE OF Colorado )
) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me by H. P. McLish
this 27th day of May, 19 97.

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

My Commission Expires:
Jan. 4, 2000

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze
633 17th St. #1910
Denver, CO 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 27th day of May, 19 97

Name of Assignor as shown on current lease H. P. McLish
Please type or print

Assignor H. P. McLish (Signature)
or
Attorney-in-fact (Signature)

633 17th St. #1910
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 27th day of May, 19 97

The W. Clifton Arbuckle Trust

Assignee W. Clifton Arbuckle (Signature)
or W. Clifton Arbuckle, Trustee
Attorney-in-fact (Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/85011

Executed this _____ day of _____ . 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May . 19 97

Roubidoux, LLC

Assignee _____
(Signature)
or W. Clifton Arbuckle, Manager
Attorney-in-fact _____
(Signature)

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 _____ day of _____ ..19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May . 1997

The Elliott A. Riggs Trust

Assignee _____
(Signature)
or Elliott A. Riggs, Trustee
Attorney-in-fact _____
(Signature)

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 _____ day of _____ . 19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May . 19 97

McLish Resources L.P.

Assignee _____
(Signature)
or
Attorney-in-fact H. P. McLish
(Signature)

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 _____ day of _____ . 19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May . 19 97

WILLOCO, LLC

Assignee _____
(Signature)
or
Attorney-in-fact Joseph H. Brinkman, Manager
(Signature)

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

174

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

06-609-074
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-136843

Lease Effective Date (Anniversary Date)
7-1-95

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

The W. Clifton Arbuckle Trust
W. Clifton Arbuckle Trustee
633 17th St. #1910
Denver, CO 80202

6.055% of 100.0%

*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. 36 N., R. 112 W., 6th P.M., Sublette County | 100% | 100% | 0% | -0- | 5.0% |
| Section 27: SWNE, W½NW, SENW, SW, W½SE, SESE,<br>31: Lots 1 thru 4,<br>32: E½, E½W½,<br>33: All,<br>34: All,<br><br>2359.76 Acres. | | | | | |

264802

RECORDED Dec. 2 1997 8:32 AM
IN BOOK 104 016 PAGE 174
FEES $ 10.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Beaton

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

] Assignment approved for above described lands;

☐ Assignment approved for attached land description

ssignment approved effective _____

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

_____ (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.

Roubidoux, LLC
W. Clifton Arbuckle, Manager
633 17th St. #1910
Denver, CO 80202 — 12.111% of 100.0%

The Elliott A. Riggs Trust
Elliott A. Riggs, Trustee
P.O. Box 711
Farmington, NM 87499 — 18.167% of 100.0%

McLish Resources L. P.
McLish Petroleum Company, General Partner
633 17th St. #1910
Denver, CO 80202 — 18.167% of 100.0%

WILLOCO, LLC
Joseph H. Brinkman, Manager
1775 Sherman St. #1955
Denver, CO 80203 — 45.5% of 100.0%

STATE OF Colorado )
) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me by H. P. McLish
this 27th day of May, 19 97.

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

My Commission Expires:

Jan. 4, 2000

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze
633 17th St. #1910
Denver, CO 80202

Executed this 27th day of May, 19 97

Name of Assignor as shown on current lease H. P. McLish
Please type or print

Assignor H. P. McLish (Signature)
or
Attorney-in-fact (Signature)

633 17th St. #1910
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 27th day of May, 19 97

The W. Clifton Arbuckle Trust

Assignee W. Clifton Arbuckle (Signature)
or W. Clifton Arbuckle, Trustee
Attorney-in-fact (Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/85011

Executed this _____ day of _____, 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May, 19 97

Roubidoux, LLC

Assignee W. Clifton Arbuckle
(Signature)
or W. Clifton Arbuckle, Manager
Attorney-in-fact _____
(Signature)

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 _____ day of _____, 19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May, 1997

The Elliott A. Rigga Trust

Assignee _____
(Signature)
or Elliott A. Rigga, Trustee
Attorney-in-fact _____
(Signature)

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 _____ day of _____, 19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May, 19 97

McLish Resources L.P.

Assignee _____
(Signature)
or
Attorney-in-fact H. P. McLish
(Signature)

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 _____ day of _____, 19 _____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 27th day of May, 19 97

WILLOCO, LLC

Assignee _____
(Signature)
or
Attorney-in-fact Joseph H. Brinkman, Manager
(Signature)

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

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Paul Allen, a married man dealing in his sole and separate property, as sole heir to Sophronia Virginia Allen, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, P.O. Box 766, Washington, UT 84788, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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.

Paul Allen

Paul Allen, a married man dealing in his sole and separate property, as sole heir to Sophronia Virginia Allen, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased

Social Security No. 520-05-7656 F/I/A

264826

RECORDED Dec. 3 1997 4:00 PM
IN BOOK 106 Oil PAGE 177
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Carol Larson

ACKNOWLEDGMENT

STATE OF Utah )
COUNTY OF Washington )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of November, 1997, personally appeared **Paul Allen, a married man dealing in his sole and separate property, as sole heir to Sophronia Virginia Allen, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased** 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 an affixed my notarial seal the day and year last above written.

Nichole Stillman
Notary Public

My Commission Expires: 9/6/2000

NOTARY PUBLIC
NICHOLE STILLMAN
1 So. Main
St. George, UT 84770
COMMISSION EXPIRES
SEPT. 6, 2000
STATE OF UTAH

WY813.PA.OGL

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Alice Milburn, as heir to Ray Cantlin, deceased and Annie Gertrude Cantlin, deceased, Ray Cantlin being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased; and Wayne Milburn, wife and husband, 4655 Boardman Ave., Klamath Falls, OR 97603, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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 Alice S. Milburn
Alice Milburn, as heir to Ray Cantlin, deceased and Annie Gertrude Cantlin, deceased, Ray Cantlin being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased; and Wayne Milburn,

Social Security No. 520-34-9338

X Wayne E. Milburn
Wayne Milburn

335-24-4080

264827

RECORDED Dec 3, 1997 4:00 PM
IN BOOK 106 OTG PAGE 179
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soxton

179

## ACKNOWLEDGMENT

STATE OF Oregon )
)
COUNTY OF Klamath )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of November, 1997, personally appeared Alice Milburn, as heir to Ray Cantlin, deceased and Annie Gertrude Cantlin, deceased, Ray Cantlin being heir to Nattie M. Bair, a/k/a Nattie Cantlin Bair, deceased; and Wayne Milburn, wife and husband to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: June 7, 2000

OFFICIAL SEAL
JOAN A. DAY
NOTARY PUBLIC - OREGON
COMMISSION NO. 053045
MY COMMISSION EXPIRES JUNE 07, 2000

WY813.AM.OGL

[redacted] [redacted] [redacted]

400-8382

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-143662

Lease Effective Date (Anniversary Date)
December 1, 1997

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* Yates Drilling Company 10%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 33 North, Range 108 West, 6th PM<br>Section 4: Lot4, SW/4NW/4<br>Section 5: Lots 1,2, S/2NE/4, SE/4<br>Section 21: SE/4<br>Section 28: SE/4 | 100% | 30% | 70% | -0- | -0- |

264851

RECORDED Dec. 8 1997 8:50AM
IN BOOK 101 Misc Rec PAGE 181
FEES $8.00 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 _____ _____

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. 10%
Abo Petroleum Corporation 10%
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO )
:ss
COUNTY OF EDDY )

The foregoing instrument was acknowledged before me this 25th day of November, 1997 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
1-27-2001

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 25th day of November, 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, New Mexico 88210
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

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

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

*U.S. GPO: 1992-774-017/67082

Pg 182 has been duplicated

[redacted] [redacted] [redacted]

40-1353

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-143670

Lease Effective Date (Anniversary Date)
December 1, 1997

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

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

10%

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 34 North, Range 112 West, 6th PM<br>Section 3: Lot 4, SW/4NW/4<br>Section 4: Lots 1-4, S/2NE/4<br>Section 5: Lots 1-3<br>Section 10: S/2SE/4<br>Section 12: NW/4NE/4<br>Section 15: N/2NE/4, NE/4NW/4<br>Section 18: E/2NE/4, SE/4SW/4m SW/4SE/4 | 100% | 30% | 70% | -0- | -0- |

264852

RECORDED Dec. 8, 1997 8:52AM
IN BOOK 104 Oth PAGE 182
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Sacco

**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 _____

182

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. | 10% |
| Abo Petroleum Corporation | 10% |
| 105 South Fourth Street | |
| Artesia, New Mexico 88210 | |

STATE OF NEW MEXICO )
:ss
COUNTY OF EDDY )

The foregoing instrument was acknowledged before me this 25th day of November, 1997 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
7-27-2001

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 25th day of November, 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 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

400-8384

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-143674

Lease Effective Date
(Anniversary Date)
December 1, 1997

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* Yates Drilling Company 10%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 35 North, Range 113 West, 6th PM<br>Section 3: Lots 1-4, S/2N/2, SW/4, N/2SE/4<br>Section 4: Lots 1-4, S/2N/2, SW/4<br>Section 5: Lots 1-4, S/2N/2, S/2<br>Section 8: N/2NE/4, SW/4NE/4, NW/4, N/2SW/4, SW/4SW/4<br>Section 9: N/2NW/4<br>Section 10: SW/4NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4, NW/4SE/4 | 100% | 30% | 70% | -0- | -0- |

264853

RECORDED Dec 8 1997 8:50 AM
IN BOOK 124 O-6 PAGE 184
FEES $ 8.00 M L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Kathy Barton

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

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

By _____ _____

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. 10%
Abo Petroleum Corporation 10%
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO )
:ss
COUNTY OF EDDY )

The foregoing instrument was acknowledged before me this 25th day of November, 1997 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
7-27-2001

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 25th day of November, 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 comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW143678

# 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: Prima O&G Co
   Street: 1801 Broadway #500
   City, State, Zip Code: Denver, CO 80202

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

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 3 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 031ON R. 114OW 06th Meridian WY State Sublette County
sec. 014 NE,N2SE;

264882

RECORDED Dec. 8, 1997 11:45 AM
IN BOOK 101 O&G PAGE 186
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 240.000
Rental retained $ 360.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Rugwell (Signing Officer)

Chief, Leasable Minerals Section (Title) NOV 19 1997 (Date)

EFFECTIVE DATE OF LEASE DEC 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 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 24th day of November, 19 97.

G. Walter Lunsford (Signature of ~~[illegible]~~ 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 [illegible] by lessee.

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

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted] WYW143678

## MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 24th day of November, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

WYW143678

## LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

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

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

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

WYW143678

## TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #1;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW143678

## TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) May 1 to Jun 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #1;

For the purpose of (reasons):

(3) protecting big game parturition areas.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW143678

NOTICE TO LESSEE

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

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

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

Riley Ridge

264887

RECORDED Dec. 9 1977 8:15 AM
IN BOOK Misc. Book 6 PAGE 193
FEES $ 7.50 Mary L. Kelly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacton

# CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

**THAT KERR-MCGEE CORPORATION**, a Delaware Corporation, whose address is Kerr-McGee Center, Oklahoma City, Oklahoma 73102, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it paid by Wold Oil Properties, Inc., a Wyoming corporation, whose address is 139 West Second Street, Suite 200, Casper, Wyoming 82601, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, transfer and assign unto Grantee, its heirs, successors and assigns the following (all of which are herein referred to as the "Interests"), subject to all agreements, easements, rights-of-way, servitudes, and permits related thereto, regardless of whether such rights appear of record:

1. All of Grantor's right, title and interest in and to the oil and gas leases, mineral interests, royalty interests, and overriding royalty interests described on Exhibit "A" hereto (including a like interest in all unit rights attributable thereto), insofar and only insofar as they cover the lands, depths and/or formations described on said Exhibit "A" (the "Real Property Interests");

2. All of Grantor's right, title and interest in and to all wells (known or unknown, plugged or unplugged), equipment, materials, fixtures, facilities and other personal property used in connection with the production of oil or gas, or the gathering, storing, measuring, treating, operating, maintaining, marketing, or transporting of such production, from the Real Property Interests as to the lands, depths and/or formations described on Exhibit "A" hereto or lands pooled or unitized therewith (the "Equipment");

3. All of Grantor's right, title, and interest in and to all permits, licenses, agreements, contracts and contractual rights except Surface Contracts, insofar and only insofar as they relate to the Real Property Interests, Equipment and Substances covered hereby,

whether or not of record (the "Contracts");

4. All of Grantor's right, title and interest in and to all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, and condensate produced from the Real Property Interests which are either (a) in storage tanks at the Effective Time or (b) sold on or after the Effective Time (the "Substances");

5. All of Grantor's right, title and interest in and to all leases, easements, privileges, right-of-way agreements, licenses or other agreements, whether or not described on Exhibit "A" hereto, insofar and only insofar as they relate to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production or development of Substances from the Real Property Interests (the "Surface Contracts");

PROVIDED, HOWEVER, that Grantor reserves and excepts unto itself, its successors and assigns, an undivided perecentage interest in and to each oil and gas lease described on Exhibit "A" attached hereto, equal to the percentage set forth in the column entitled "PERCENT INTEREST RETAINED"; together with a like proportion of each of the Interests as hereinabove set forth.

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

It is the intention of the Grantor by this instrument to convey to Grantee all of Grantor's rights, titles and interests in and to the Interests, except those specifically excepted and reserved on Exhibit "A" hereto. Grantor will, at any time and from time to time after the date hereof, upon Grantee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this instrument.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE, THIS INSTRUMENT IS EXECUTED AND DELIVERED WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE; WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR OTHER PERSONAL PROPERTY INCLUDED IN THE INTERESTS OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. BY ACCEPTANCE OF THIS INSTRUMENT, IT IS UNDERSTOOD AND AGREED THAT GRANTEE SHALL HAVE INSPECTED THE INTERESTS FOR ALL PURPOSES, INCLUDING WITHOUT LIMITATION FOR THE

PURPOSE OF DETECTING CONDITIONS RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES, AS WELL AS THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (HEREINAFTER REFERRED TO AS "NORM") AND MAN MADE MATERIAL FIBERS (HEREINAFTER REFERRED TO AS "MMMF") AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT GRANTEE IS RELYING SOLELY UPON THE RESULTS OF SUCH INSPECTION OF THE INTERESTS AND SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. GRANTOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF HAZARDOUS WASTES AND HAZARDOUS SUBSTANCES, INCLUDING BUT NOT LIMITED TO, NORM OR MMMF IN, ON, UNDER OR ABOUT THE INTERESTS, AND IF TESTS HAVE BEEN CONDUCTED BY GRANTOR FOR THE PRESENCE OF NORM OR MMMF, GRANTOR DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED GRANTEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY THE GRANTOR IS PROVIDED TO THE GRANTEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT THE GRANTEE'S SOLE RISK.

Separate assignments of certain parts of the Interests may be executed on officially approved forms by Grantor to Grantee in sufficient counterparts to satisfy applicable statutory and regulatory requirements, if any. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein, and, as between Grantor and Grantee herein, such separate assignments shall be deemed to contain all of the terms, provisions, and conditions set forth herein as fully as though they were set forth in each such assignment.

IN WITNESS WHEREOF, this instrument is executed this 17th day of November, 1997, but is effective as of August 1, 1997, at 7:00 a.m. local time where the Interests are located (the "Effective Time").

ATTEST:

By: _____

Name: Don Hager

Title: Assistant Secretary

KERR-McGEE CORPORATION

By: _____

Name: M. G. Webb

Title: Senior Vice President

[redacted] [redacted] [redacted]

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )
) ss.
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on the 18th day of November, 1997, by M. G. Webb, as Senior Vice President of Kerr-McGee Corporation, a Delaware Corporation, on behalf of said corporation.

Gail Wade
Notary Public

My Commission Expires:
July 29, 1999



194

**EXHIBIT A**
**ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1997, FROM KERR-MCGEE CORPORATION TO WOLD OIL PROPERTIES, INC.**

| COUNTY | LEASE DATE | LESSOR | LEASE NUMBER | LEGAL DESCRIPTION | PERCENT INTEREST RETAINED |
|---|---|---|---|---|---|
| Sublette | 03/31/73 | United States | W-38887 | T29N-R114W, 6th PM<br>SECTION 4: LOT 4, SW/4 NW/4, S/2, S/2 NE/4<br>SECTION 5: LOTS 1, 2, 3, S/2 N/2, S/2 | .002410 % |
| Sublette | 06/01/74 | United States | W-78475 | T29N-R114W, 6TH PM<br>SECTION 10: NW/4, NE/4, SE/4<br>SECTION 15: E/2 | .002401 % |
| | | | | T29N-R114W, 6TH PM<br>SECTION 10: SW/4 | .004801 % |
| Sublette | 04/01/75 | United States | W-78476 | T29N-R114W, 6TH PM<br>SECTION 9: N/2<br><br>From Surface to the base of the Dakota Formation<br><br>Below the base of the Dakota Formation | .003121 %<br><br>.006242 % |
| Sublette | 04/01/75 | United States | W-49634 | T29N-R114W, 6TH PM<br>SECTION 8: ALL<br><br>From Surface to a depth of 16,000 feet only | .004801 % |
| Sublette | 12/01/75 | United States | W-52404 | T29N-R115W, 6TH PM<br>SECTION 12: ALL | .014401 % |
| Sublette | 8/01/77 | United States | W-59398 | T29N-R114W, 6TH PM<br>SECTION 20: ALL<br><br>From Surface to the base of the Dakota Formation<br>Below the base of the Dakota Formation | .003120 %<br>.006241 % |

**ALL** LANDS LOCATED IN THE STATE OF WYOMING

197

**EXHIBIT A**
**ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1997, FROM KERR-MCGEE CORPORATION TO WOLD OIL PROPERTIES, INC.**

| COUNTY | LEASE DATE | LESSOR | LEASE NUMBER | LEGAL DESCRIPTION | PERCENT INTEREST RETAINED |
|---|---|---|---|---|---|
| Sublette | 8/01/77 | United States | W-59398 | T29N-R114W, 6TH PM<br>SECTION 18: NE/4 | .006241 % |
| Sublette | 04/01/76 | United States | W-60620 | T29N-R114W, 6TH PM<br>SECTION 5: Lot 4<br>SECTION 6: Lots 1 & 2, S/2 NE/4, SE/4<br>SECTION 7: E/2<br>SECTION 18: SE/4 | .006241 % |
| | | | | T29N-R114W, 6TH PM<br>SECTION 17: S/2<br><br>From Surface to the base of the Dakota Formation<br>From the base of the Dakota Formation down to a depth of 16,370 feet<br>Below 16,370 feet | <br><br>.003120 %<br>.010255 %<br>.006241 % |
| | | | | T29N-R114W, 6TH PM<br>SECTION 17: N/2<br><br>From Surface to the base of the Dakota Formation<br>From the base of the Dakota Formation down to a depth of 16,370 feet<br>Below 16,370 feet | <br><br>.006241 %<br>.010255 %<br>.006241 % |
| | | | | T29N-R114W, 6TH PM<br>SECTION 9: SE/4 SE/4<br>From Surface to the base of the Dakota Formation<br>Below the base of the Dakota Formation | <br><br>.003120 %<br>.006241 % |
| Sublette | 04/01/76 | United States | W-60621 | T29N-R114W, 6TH PM<br>SECTION 21: ALL<br>SECTION 28: ALL<br><br>From Surface to the base of the Dakota Formation<br>Below the base of the Dakota Formation | <br><br><br><br>.003121 %<br>.006242 % |

ALL LANDS LOCATED IN THE STATE OF WYOMING

198

**EXHIBIT A**
**ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1997, FROM KERR-MCGEE CORPORATION TO WOLD OIL PROPERTIES, INC.**

| COUNTY | LEASE DATE | LESSOR | LEASE NUMBER | LEGAL DESCRIPTION | PERCENT INTEREST RETAINED |
|---|---|---|---|---|---|
| Sublette | 11/01/78 | United States | W-62803 | T29N-R114W, 6TH PM<br>SECTION 6: LOTS 3, 4, 5, 6, 7, SE/4 NW/4, E/2 SW/4<br>SECTION 7: LOTS 1, 2, 3, 4, E/2 W/2<br>SECTION 18: LOTS 1, 2, 3, 4, E/2 W/2<br>SECTION 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4 | .019201 % |
| Sublette | 04/01/79 | United States | W-67196 | T29N-R115W, 6TH PM<br>SECTION 1: ALL<br>SECTION 2: ALL<br>SECTION 11: E/2, E/2 W/2 | .024010 % |
| Sublette | 10/1/72 | United States | W-36438 | T29N-R114W, 6TH PM<br>SECTION 33: ALL | .011632 % |
| | | | | T29N-R114W, 6TH PM<br>SECTION 34: SW/4, SW/4 NE/4, W/2 NW/4, SE/4 NW/4, W/2 SE/4 | .005816 % |
| Sublette | 01/01/80 | United States | W-69874 | T30N-R114W, 6TH PM<br>SECTION 31: SE/4 SE/4 | .016001 % |
| Sublette | 04/01/76 | United States | W-54161 | T29N-R114W, 6TH PM<br>SECTION 19: E/2<br><br>From Surface to the base of the Dakota Formation only | .003130 % |
| Sublette | 04/01/76 | United States | W-54162 | T29N-R114W, 6TH PM<br>SECTION 29: NE/4<br><br>From Surface to the base of the Dakota Formation only | .003130 % |

ALL LANDS LOCATED IN THE STATE OF WYOMING

**EXHIBIT A**
**ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1997, FROM KERR-MCGEE CORPORATION TO WOLD OIL PROPERTIES, INC.**

| COUNTY | LEASE DATE | LESSOR | LEASE NUMBER | LEGAL DESCRIPTION | PERCENT INTEREST RETAINED |
|---|---|---|---|---|---|
| Sublette | 04/01/79 | United States | W-80232 | T29N-R115W, 6TH PM<br>SECTION 14: NE/4, E/2 NW/4, S/2<br><br>From surface to the base of the Dakota Formation only | .024010 % |
| Sublette | 05/02/76 | State of Wyoming | 76-0342 | T29N-R114W, 6TH PM<br>SECTION 16: ALL<br><br>From surface to the base of the Dakota Formation<br>Below the base of the Dakota Formation | .003121 %<br>.006242 % |

ALL LANDS LOCATED IN THE STATE OF WYOMING

# MINERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

John P. Albanese, a/k/a John Patrick Albanese, a married man, Grantor and Assignor, and Evelyn G. Albanese, Grantor and Assignor of Natrona County, State of Wyoming, for and in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, BARGAIN, SELL, CONVEY, WARRANT, ASSIGN, TRANSFER and SET OVER to JOHN P. ALBANESE AND EVELYN G. ALBANESE, TRUSTEES OF *"THE 1997 JOHN PATRICK ALBANESE LIVING TRUST" or the Successor-Trustees thereof, U/D/T July 31, 1997, Grantee and Assignee, whose address is 3511 Carmel Drive, Casper, Wyoming, 82609, all of Grantor' right, title and interest in and to the real estate described on Exhibit "A" attached hereto, which is hereby incorporated by reference just as fully as if such document were set forth herein in its entirety, including, but not limited to the following: ("Subject Interest"):

All working interest (WI), overriding royalty interest (ORR) and other interest of any kind in and to the Subject Interest, including all of the Grantors' right, title and interest in lands covered by any lease, assignment or other conveyance, whether or not such lands are fully described in Exhibit "A";

All wells located on the lands described in Exhibit "A" as well as all equipment, fixtures, machinery or other real or personal property associated with such wells;

All oil, gas or other substances produced from or attributable to the Subject Interest, including any rights arising from or associated with such production; and

All farmout agreements, operating agreements, participation agreements, pooling or unitization agreements, option rights or other contract rights or interests in any way associated with or related to the Subject Interest, including the rights to enforce any covenants, representation, condition or warranty Assignors may enforce, to the full extent such rights are transferrable.

All property and fixtures hereby conveyed and sold "AS IS, WHERE IS". Notwithstanding the absence of a warranty as to the personal property hereby transferred, Assignors, transfer, convey and assign to Assignee, any rights or interests Assignors may have to enforce any covenant, representation, condition or warranty Assignors may enforce, to the full extent such rights or interests are transferrable.

The intersts assigned herein are conveyed subject to their proportionate share of all landowner's and overriding royalty interests burdening such interests as of the Effective date of this Mineral Conveyance, Assignment and Bill of Sale, and subject to all of the terms and provisions of the applicable leases and other contracts.

264889

RECORDED Dec. 9, 1997 8:25 AM
IN BOOK 106 016 PAGE 201
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Cook

[redacted] [redacted] [redacted]

This Mineral Conveyance, Assignment and Bill of Sale shall inure to the benefit of the Grantee, their successors and assigns and shall be binding upon the parties hereto, their successors and assigns, forever.

*The 1997 John Patrick Albanese Living Trust ("Trust") is dated July 31, 1997 and was executed at Casper, Natrona County, Wyoming. The Trustor of the Trust is John Patrick Albanese, a/k/a John P. Albanese, who has an unrestricted power to revoke the terms of said Trust and revest his and her share of said Trust in himself. The beneficiaries of the Trust are: John Patrick Albanese, a/k/a John P. Albanese, during his lifetime and thereafter Trustor's spouse, Evelyn G. Albanese, during her lifetime and thereafter, Trustors' children, or if one of them is not living, then their respective descendants as defined more specifically in said Trust. The Trustee and any Successor–Trustee is empowered to buy, sell, convey, encumber, assign, lease and in all manner deal in and with the assets of such Trust without giving notice to or obtaining consent of the beneficiaries. The assets and interests hereby conveyed to the Trustees shall be added to the 1997 John Patrick Albanese Living Trust Agreement as his share of the trust estate and scheduled on Schedule A of said Trust and shall be administered in accordance with the terms of said "Trust Agreement".

WITNESS our hands this 1 day of December, 1997.

John Patrick Albanese

*John Patrick Albanese, a/k/a
John P. Albanese, Trustee
"1997 John Patrick Albanese Living Trust"
U/D/T July 31, 1997

Evelyn G. Albanese

Evelyn G. Albanese, Trustee
"1997 John Patrick Albanese Living Trust"
U/D/T July 31, 1997

STATE OF WYOMING )
)SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by John Patrick Albanese, a/k/a John P. Albanese, Trustee of the "1997 John Patrick Albanese Living Trust" U/D/T July, 31, 1997, this 1st day of December, 1997.

WITNESS my hand and official seal.

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 3, 2001

Billye Carlene Slocum
Notary Public

My commission expires:
October 3, 2001

STATE OF WYOMING )
)SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Evelyn G. Albanese, Trustee of the "1997 John Patrick Albanese Living Trust" U/D/T July 31, 1997, this 1st day of December, 1997.

WITNESS my hand and official seal.

BILLYE CARLENE BLOCUM - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 3, 2001

Billye Carlene Blocum
Notary Public

My commission expires:
October 3, 2001

## EXHIBIT "A"

Attached hereto and made a part hereof of that certain Mineral Conveyance, Assignment and Bill of Sale, dated December 1, 1997, from John Patrick Albanese and Evelyn G. Albanese, husband and wife, to John Patrick Albanese and Evelyn G. Albanese, Trustees and their Successors in Trust under the terms of "The 1997 John Patrick Albanese Living Trust".

Lands in Bird Canyon Field, Sublette County, Wyoming:

| Oil and Gas Lease | Gas Well on Lease Property |
|---|---|
| W-3776 | Township 27 North, Range 112 West, 6th P.M.<br>Section 13: W/2W/2<br>Section 25: NE/4<br><br>Wells on Lease<br>Basin #1-25 (NE NE 25)<br>(.0051951% WI) |
| W-2690 | Township 27 North, Range 111 West, 6th P.M.<br>Section 31: NE/4, S/2<br>Section 32: Lot 1<br><br>Wells on Lease<br>Basin #1-31 (NE NE 31)<br>Basin #2-31 (SE SE 31)<br>Basin #3-31 (SW SW 31)<br>(All - .0051951% WI) |
| W-15340 | Township 27 North, Range 112 West, 6th P.M.<br>Section 24: NE/4<br>Section 24: SE/4<br><br>Wells on Lease<br>Basin #3-24 (NE NE 24)<br>(.0051751% WI)<br><br>FMC #33-24 Well (SE/4 Sec. 24)<br>(.002% ORR) |
| W-2108 | Township 27 North, Range 112 West, 6th P.M.<br>Section 24: W/2W/2<br>Section 25: SW/4<br><br>Wells on Lease<br>Basin #2-24<br>(.0031131% WI)<br>SW/4 of Sec. 25<br>(0.625% WI) |

**Original oil and gas leases in Bird Canyon Field, Sublette County, Wyoming:**

| Lease Name: | Remarks |
|---|---|
| W-3776<br>Date: 2/1/67 | Township 27 North, Range 112 West, 6th P.M.<br>Section 13: W/2W/2<br>Section 25: E/2<br>Total: 480 acres |
| W-2690<br>Date: 11/16/66 | Township 27 North, Range 111 West, 6th P.M.<br>Section 31: Lots 1 – 7 inclusive<br>NE/4, E/2, NW/4<br>NE/4SW/4, N/2SE/4<br>Section 32: Lot 1<br>Total: 592.69 acres |
| W-15340<br>Date: 8/27/68 | Township 27 North, Range 112 West, 6th P.M.<br>Section 24: E/2<br>Total: 320 acres |
| W-2108<br>Date: 2/7/67 | Township 27 North, Range 112 West, 6th P.M.<br>Section 24: W/2W/2<br>Section 25: W/2<br>Total: 480 acres |

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 14th day of November, 1997, by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

**WITNESSETH:**

WHEREAS, Assignor acquired an undivided 23.75% interest in U.S.A. Oil and Gas Lease WYW-130730, insofar as it covers the following-described lands and other lands by virtue of Assignment Affecting Record Title dated February 3, 1995 from McMurry Oil Company to Nerd Enterprises, et al.; and

WHEREAS, Assignor acquired an additional undivided 12.375% interest in said lease insofar as it covers the following-described lands and other lands by virtue of Assignment Affecting Record Title dated February 7, 1995 from Nerd Enterprises, Inc. to Assignor; and

WHEREAS, Assignor has agreed to convey unto Assignees an overriding royalty equal to 6% of the total interest acquired by Assignor (5% to WRW Energy Co. and 1% to Dianne E. Greene) in said oil and gas lease; and

WHEREAS, Assignor conveyed an undivided one-third of its 36.125% interest in Lease WYW-130730 insofar as it covers the following-described lands and other lands to CoEnergy Rockies, Inc. by that certain Conveyance, Assignment and Bill of Sale from McMurry Oil Company, et al. to CoEnergy Rockies, Inc. dated effective April 1, 1996 and recorded in the records of Sublette County, Wyoming, on April 30, 1996 in Book 103 of O&G at Page 309, thereby leaving Assignor with an undivided 24.084% interest in said lease; and

WHEREAS, the following lands and other lands were segregated out of Lease WYW-130730 to become Lease WYW-141883 effective May 16, 1997; and

WHEREAS, Assignor has agreed to convey to Snyder Oil Corporation and to Amoco Production Company in the aggregate the following Operating Rights Interests in Lease WYW-141883 as to horizons from the surface to the base of the Mesa Verde formation which for purposes of this Assignment is defined as the stratigraphic equivalent of 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, Sublette County, Wyoming, said assignments to convey a proportionately reduced net revenue interest of 80%:

As to the NE/4 of Section 13, Township 28 North, Range 109 West
Until Payout of the Yellow Point 1-13 Well located in the NE/4NE/4
of said Section 13 -- 80% of 24.084%

264950

RECORDED Dec. 12, 1997 9:40 M
IN BOOK 106 PAGE 296
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

**After Payout of the Yellow Point 1-13 Well -- 48% of 24.084%**

**As to the W/2, SE/4 of Section 13, Township 28 North, Range 109 West**

**48% of 24.084%.**

**WHEREAS, as a result of the foregoing conveyances to MCNIC Oil & Gas Properties, Inc., Snyder Oil Corporation and Amoco Production Company, Assignor's retained working or operating rights interests in Lease WYW-141883 insofar as it covers Section 13, Township 28 North, Range 109 West, Sublette County, Wyoming, said interests being hereinafter referred to as the "Assignor's Retained Working Interest" is as follows:**

**As to the NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M.**

**As to depths from the surface to the base of the Mesa Verde formation**

| | |
|---|---|
| Before Payout of the Yellow Point 1-13 Well | 4.817% |
| After Payout of the Yellow Point 1-13 Well | 12.524% |
| Below the base of the Mesa Verde formation | 24.084% |

**As to the W/2 and the SE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M.**

| | |
|---|---|
| As to depths from the surface to the base of the Mesa Verde formation | 12.524% |
| As to depths below the base of the Mesa Verde formation | 24.084%; and |

**WHEREAS, Assignor desires to burden only its Retained Working Interest as described above with the overriding royalty interests conveyed herein.**

**NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the following overriding royalty interests in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of U.S.A. Oil and Gas Lease WYW-141883 insofar only as said lease covers all of Section 13, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming:**

| | | |
|---|---|---|
| WRW Energy Co. | - | 5% of 36.125% or 1.80625% of 8/8ths |
| Dianne E. Greene | - | 1% of 36.125% or 0.36125% of 8/8ths |

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of U.S.A. Oil and Gas Lease WYW-141883 and to the following:

1. Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

2. The overriding royalty interests herein conveyed unto Assignees shall burden only Assignor's Retained Working Interest in Lease WYW-141883 as described above and 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 shares of the costs and charges for compression, gathering, transportation and marketing.

3. The overriding royalty interests conveyed herein shall be held subject to that certain Operating Agreement among McMurry Oil Company as "Operator" and Amoco Production Company, et al. as "Non-Operators" dated as of April 4, 1997 covering all of Section 13, Township 28 North, Range 109 West, 6th P.M. as to depths from the surface to the base of the Mesa Verde formation.

4. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, Department of the Interior, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed to be effective as between the parties February 7, 1995.

**ATTEST:**

SEAL

**FORT COLLINS CONSOLIDATED ROYALTIES, INC.**

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

STATE OF Wyoming )
) ss.
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 14th day of November, 1997, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

DIANNE ELAINE SEE - NOTARY PUBLIC
County of Laramie (SEAL) State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E See
Notary Public
Address: 5905 Green Meadow Dr
Cheyenne, WY 82001

C:\OFFICE\WPWIN\WPDOCS\FCC\ASSIGN\W-141883.ASN(10/24/97)

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Louise Carey, a married woman dealing in her sole and separate property, as heir to Ellen Josephine Cantlin Hoff, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased, 2600 SE Briarwood Dr., Vancouver, WA 98683, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 109 West, 6th P.M.
Section 5: Lot 4(39.72), SWNW
Section 6: Lot 1(39.77), SENE

and containing 159.49 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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.

Louise A. Carey

Louise Carey, a married woman dealing in her sole and separate property, as heir to Ellen Josephine Cantlin Hoff, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased

Social Security No. 520-16-2038

264957

RECORDED Dec 12 1997 11:45 AM
IN BOOK 106 OR Pg 209 PAGE 210
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )
)
COUNTY OF CLARK )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of ~~November~~ December, 1997, personally appeared **Louise Carey, a married woman dealing in her sole and separate property, as heir to Ellen Josephine Cantlin Noff, deceased, being heir to Hattie M. Bair, a/k/a Hattie Cantlin Bair, deceased** 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 an affixed my notarial seal the day and year last above written.

NOTARY PUBLIC STATE OF WASHINGTON

Notary Public Kathleen L Carter

My Commission Expires: 9-15-99

WY813.LC.OGL

[redacted] [redacted] [redacted]

**ASSIGNMENT OF RECORD TITLE AND OPERATING RIGHTS TO FEDERAL OIL AND GAS LEASE**

The undersigned, ASSIGNORS, RICHARD S. SHANNON III and ELIZABETH A. SHANNON, Successor Trustee to Robert S. Brown, as TRUSTEES of the Trusts described on Exhibit A hereto, whose address is 3098 S. Pennsylvania Street, Englewood, Colorado 80110, for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged do hereby Grant, Bargain, Sell, Convey, Assign, Transfer and Set Over to HOGSBACK LLC, a Colorado limited liability company, as ASSIGNEE, whose address is 3098 S. Pennsylvania Street, Englewood, CO 80110, subject to the overriding royalty interests hereinafter set forth, all of Assignors' right, title and interest in and to the record title and operating rights to United States of America Oil and Gas Lease Serial Number Evanston 022972(A) located in Sublette County, Wyoming and more particularly described as follows:

Township 27 North, Range 114 West, 6th P.M.
Section 13: E/2E/2
Section 24: E/2E/2

containing 320 acres more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment shall be effective as of January 1, 1998 and forever thereafter.

This Assignment is subject to an overriding royalty interest of one percent (1%) owned by John J. Miller and an additional overriding royalty interest of four percent (4%) of all oil, gas and other minerals produced, saved and sold from the above described lands owned by Assignors as Trustees of the Trusts described on Exhibit A which is being conveyed by Assignors to Assignee by separate conveyance of even date herewith.

This Assignment is subject further to all of the terms and conditions of the Unit Agreement for the Hogsback Unit Area, Counties of Sublette and Lincoln, State of Wyoming, dated November 1, 1954, bearing I-Sec. No. 14-08-001-2070, approved by the United States Department of the Interior on May 27, 1955 and the Unit Operating Agreement dated September 1, 1957 for the Hogsback Unit Area.

In executing this Assignment, the Assignors expressly assign and transfer all of the right, title and interest of each of the Trusts in and to the Lease, and all rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignors hereby covenant with the Assignee, its successors or assigns that Assignors as Trustees are the lawful owners of and have good title to the Lease, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; that the Lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that Assignors will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignors and Assignee herein.

Executed this 9th day of December, 1997.

264964

RECORDED Dec. 12 1997 3:15p M
IN BOOK 116 PAGE 212
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Richard S. Shannon III, Trustee

Elizabeth A. Shannon, Trustee

## ACKNOWLEDGMENT

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of December, 1997, personally appeared Richard S. Shannon III and Elizabeth A. Shannon, as Trustees of the Trusts described on Exhibit A attached, to me personally 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 act and deed for the uses and purposes therein set forth.

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

My commission expires: 11-4-99

Rhonda J. Phillips
Notary Public

[redacted] [redacted] [redacted]

# APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Robert S. Brown was one of the Successor Trustees of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust, created by Trust Agreement dated December 1, 1963, between Margaret C. Shannon as Grantor and Graham B. Morrison and Glen W. Pryor as Trustees; and acting under Amended Trust Agreement dated January 1, 1978, between O. C. York and J. R. Lorett, Jr. as Successor Trustees and Richard Stoll Shannon, III, Kathryne S. Pinneo, M. Patricia Schreiber, Elizabeth S. Gerber, and Margaret S. Lundock, each individually as the primary beneficiary under the trust bearing his or her name; and

WHEREAS, Graham B. Morrison and Glen W. Pryor were succeeded, as a result of the death of Glen W. Pryor and the resignation of Graham B. Morrison, by J. R. Lorett, Jr. and O. C. York; and

WHEREAS, J. R. Lorett, Jr. was succeeded, as a result of his death, by Robert S. Brown; and

WHEREAS, O. C. York was succeeded, as a result of his death, by Richard S. Shannon, III; and

WHEREAS, the Amended Trust Agreement of January 1, 1978 is applicable to The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust and in regard to the resignation of a Trustee provides under Paragraph 14, page 7:

> "In the event of the death, resignation, refusal or inability of O. C. York or J. R. Lorett, Jr., or any successor trustee to act as one of the Trustees hereunder, then a Successor Trustee shall be designated by unanimous written action of the then beneficiaries of each of the trusts, to act in

the place and stead of the Trustee so dying or the Trustee so resigned, refused or unable to act, and any successor Trustee shall, without further action, be vested with all the estate, rights, powers, discretions, duties and immunities by this instrument vested in such Trustee who has died, resigned, refused or is unable to act; and provided that the remaining Trustee shall have full power to continue to so act until said designation of a successor Trustee has been accomplished; and said sole Trustee shall be vested with all the estate, rights, powers, discretions, duties and immunities vested in the Trustees under this instrument,"; and

WHEREAS, all the beneficiaries of said trusts have selected and agreed upon a Successor Trustee to act in the place and stead of Robert S. Brown in connection with each of said trusts, and desire to set forth said selection in writing;

NOW, THEREFORE, each individually as the primary beneficiary under the trust bearing his or her name, Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, have and do hereby, by unanimous written action, designate Elizabeth A. Shannon of Denver, Colorado to act as Successor Trustee in each of said trusts so named in the place and stead of Robert S. Brown; and said Elizabeth A. Shannon shall be and hereby is vested with all the estate, rights, powers, discretions, duties and immunities under said Trust Agreement heretofore vested in Robert S. Brown.

[redacted] [redacted] [redacted]

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public



216

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public

[redacted] [redacted] [redacted]

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-97

Notary Public

# ACCEPTANCE

I, Elizabeth A. Shannon, the successor Trustee of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust, created by Trust Agreement December 1, 1963, between Margaret C. Shannon as Grantor and Graham B. Morrison and Glen W. Pryor as Trustees, do hereby accept said designation and appointment effective April 5, 1997, and agree to act as one of the Trustees of said trusts pursuant to all of the terms and provisions of said Trust Agreement.

Executed this 8th day of April, 1997.

Elizabeth A. Shannon
Successor Trustee

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 8th day of April, 1997, by Elizabeth A. Shannon, as successor Trustee of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public

HOGSUCTR.doc

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The undersigned ASSIGNORS, RICHARD S. SHANNON III and ELIZABETH A. SHANNON, Successor Trustee to Robert S. Brown, as TRUSTEES of the Trusts described on Exhibit A attached hereto whose address is 3098 South Pennsylvania, Englewood, Colorado 80110, 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 acknowledged, do hereby grant, bargain, sell, convey, transfer, assign, and set over unto HOGSBACK LLC, a Colorado limited liability company of 3098 South Pennsylvania, Englewood, Colorado 80110, as ASSIGNEE, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of four percent (4%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from United States of America Oil and Gas Lease Serial Number Evanston 022972(A) located in Sublette County, Wyoming (the "Lease") and more particularly described as follows:

Township 27 North, Range 114 West, 6th P.M.
Section 13: E/2E/2
Section 24: E/2E/2

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns which shall be effective as of January 1, 1998 and forever thereafter.

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.

This Assignment is subject further to all of the terms and conditions of the Unit Agreement for the Hogsback Unit Area, Counties of Sublette and Lincoln, State of Wyoming, dated November 1, 1954, bearing I-Sec. No. 14-08-001-2070, approved by the United States Department of the Interior on May 27, 1955 and the Unit Operating Agreement dated September 1, 1957 for the Hogsback Unit Area.

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.

In executing this Assignment, the Assignors expressly assign and transfer all of the right, title and interest of each of the Trusts in and to the overriding royalty hereby conveyed including all rights incident thereto.

For the same consideration the Assignors hereby covenant with the Assignee, its successors or assigns that Assignors as Trustees are the lawful owners of and have good title to the interest above assigned in and to the Lease, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; that the Lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that Assignors will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

If Assignors' 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.

264965

RECORDED Dec. 12 1997 3:15p M
IN BOOK 104 016 PAGE 220
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

220

**IN WITNESS WHEREOF, Assignors have executed and delivered this Assignment of Overriding Royalty Interest as of this 9th day of December, 1997, but to be effective as of January 1, 1998.**

Richard S. Shannon III, Trustee

Elizabeth A. Shannon, Trustee

## ACKNOWLEDGMENT

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of December, 1997, personally appeared Richard S. Shannon III and Elizabeth A. Shannon, as Trustees of the Trusts described on Exhibit A attached hereto, to me personally 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 act and deed for the uses and purposes therein set forth.

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

My commission expires: 11-4-99

RHONDA J. PHILLIPS NOTARY PUBLIC STATE OF COLORADO

Notary Public

[redacted] [redacted] [redacted]

# APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Robert S. Brown was one of the Successor Trustees of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust, created by Trust Agreement dated December 1, 1963, between Margaret C. Shannon as Grantor and Graham B. Morrison and Glen W. Pryor as Trustees; and acting under Amended Trust Agreement dated January 1, 1978, between O. C. York and J. R. Lorett, Jr. as Successor Trustees and Richard Stoll Shannon, III, Kathryne S. Pinneo, M. Patricia Schreiber, Elizabeth S. Gerber, and Margaret S. Lundock, each individually as the primary beneficiary under the trust bearing his or her name; and

WHEREAS, Graham B. Morrison and Glen W. Pryor were succeeded, as a result of the death of Glen W. Pryor and the resignation of Graham B. Morrison, by J. R. Lorett, Jr. and O. C. York; and

WHEREAS, J. R. Lorett, Jr. was succeeded, as a result of his death, by Robert S. Brown; and

WHEREAS, O. C. York was succeeded, as a result of his death, by Richard S. Shannon, III; and

WHEREAS, the Amended Trust Agreement of January 1, 1978 is applicable to The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust and in regard to the resignation of a Trustee provides under Paragraph 14, page 7:

> "In the event of the death, resignation, refusal or inability of O. C. York or J. R. Lorett, Jr., or any successor trustee to act as one of the Trustees hereunder, then a Successor Trustee shall be designated by unanimous written action of the then beneficiaries of each of the trusts, to act in the place and stead of the Trustee so dying or the Trustee so resigned, refused or unable to act, and any successor Trustee shall, without further action, be vested with all the estate, rights, powers, discretions, duties and immunities by this instrument vested in such

the place and stead of the Trustee so dying or the Trustee so resigned, refused or unable to act, and any successor Trustee shall, without further action, be vested with all the estate, rights, powers, discretions, duties and immunities by this instrument vested in such Trustee who has died, resigned, refused or is unable to act; and provided that the remaining Trustee shall have full power to continue to so act until said designation of a successor Trustee has been accomplished; and said sole Trustee shall be vested with all the estate, rights, powers, discretions, duties and immunities vested in the Trustees under this instrument,"; and

WHEREAS, all the beneficiaries of said trusts have selected and agreed upon a Successor Trustee to act in the place and stead of Robert S. Brown in connection with each of said trusts, and desire to set forth said selection in writing;

NOW, THEREFORE, each individually as the primary beneficiary under the trust bearing his or her name, Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, have and do hereby, by unanimous written action, designate Elizabeth A. Shannon of Denver, Colorado to act as Successor Trustee in each of said trusts so named in the place and stead of Robert S. Brown; and said Elizabeth A. Shannon shall be and hereby is vested with all the estate, rights, powers, discretions, duties and immunities under said Trust Agreement heretofore vested in Robert S. Brown.

[redacted] [redacted] [redacted]

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public

[redacted] [redacted] [redacted]

This Appointment of Successor Trustee shall be effective as of April 5, 1997.

Executed this 5th of April, 1997.

THE UNDERSIGNED, INDIVIDUALLY AS PRIMARY BENEFICIARY UNDER THE TRUST BEARING HIS OR HER NAME:

Richard Stoll Shannon, III

Kathryne E. Shannon

Elizabeth A. Shannon

M. Patricia Schreiber

Margaret S. Lundock

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5th day of April, 1997, by Richard Stoll Shannon, III, Kathryne E. Shannon, Elizabeth A. Shannon, M. Patricia Schreiber, and Margaret S. Lundock, as beneficiaries.

Witness my hand and seal.

My commission expires: 11-4-97

Notary Public



226

## ACCEPTANCE

I, Elizabeth A. Shannon, the successor Trustee of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust, created by Trust Agreement December 1, 1963, between Margaret C. Shannon as Grantor and Graham B. Morrison and Glen W. Pryor as Trustees, do hereby accept said designation and appointment effective April 5, 1997, and agree to act as one of the Trustees of said trusts pursuant to all of the terms and provisions of said Trust Agreement.

Executed this 8th day of April, 1997.

Elizabeth A. Shannon
Successor Trustee

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 8th day of April, 1997, by Elizabeth A. Shannon, as successor Trustee of The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, The Elizabeth Ann Shannon Trust, and The Margaret Shannon Trust.

Witness my hand and seal.

My commission expires: 11-4-99

Notary Public

HOGSUCTR.doc

## ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment, made and entered into this the 25th day of July, 19 57, by and between H.E. Harrington, herein called Assignor, and Hondo Oil and Gas Company of Box 660, Roswell, New Mexico herein called Assignee.

W-I-T-N-E-S-S-E-T-H:

That the undersigned Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to Assignor in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer and convey, without any warranty of title whatsoever either express or implied, unto said Assignee, its successors and assigns, an overriding royalty interest equal to One per cent of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from that certain Oil and Gas Lease made and entered into on the 1st day of July, 1952, by and between the United States, as Lessor, and H.E. Harrington, as Lessee, bearing Wyoming Serial No. 018187, insofar and only insofar as said Oil and Gas Lease covers and affects the following described lands situated in Sublette, County, Wyoming, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, E½W½
Section 27: SW¼, SW¼NW¼, SW¼SE¼
Section 30: All
Section 31: All
Section 34: E½E½
Section 35: SW¼, SW¼NW¼

Township 32 North, Range 109 West
Section 3: Lot 4, SW¼NW¼, W½SW¼, SE¼SW¼

or any modifications, extensions or renewals thereof.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 08 1997
BUREAU OF LAND MANAGEMENT

To Have and To Hold said overriding royalty interest unto said Assignee, its successors and assigns, forever.

Executed the day and year first hereinabove written.

H.E. Harrington
H.E. Harrington

STATE OF New Mexico )
COUNTY OF Chaves )

On this 25th day of July, 1957, before me personally appeared H.E. Harrington, 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:
July 28, 1958

Madeline P. Noble
Notary Public
264979

STATE OF )
COUNTY OF )

On this ___ day of _____, 19___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ 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.

My Commission expires:

_____
Notary Public

"Paid $10 recording fee, Box 3"

RECORDED Dec. 15 1997 M 8:45
IN BOOK 100 016 PAGE 228
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat Sexton

229

# ASSIGNMENT AND BILL OF SALE

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

RECORDED Dec. 15 97 9:10 M
IN BOOK 106 PAGE 229
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
BY Cash Soto

264981

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 - Billy #33-16 (hereinafter referred to as "the Well"), located in the SE/4 of Section 16, T 31N-R111W~~R11W~~, 6th P.M., Sublette County, Wyoming and covered by that certain Oil and Gas Lease #89-0046 effective October 2, 1989 (hereinafter referred to as "the Alpine Lease") between the State of Wyoming, as Lessor, and Shama Zoe Limited Partnership (d/b/a Alpine Gas Company, hereinafter referred 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 October 1, 1997, 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 indemnify and hold Chevron harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the well which are incurred or suffered subsequent to the Effective Date. Chevron shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well which were incurred or suffered prior to the Effective Date.

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 State of Wyoming or other landowner(s). Alpine as part of the consideration for this conveyance, hereby fully releases and discharges Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries from, and agrees to defend, indemnify and hold Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well after the Effective Date, including, but not limited to, plugging and abandonment of the Well; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

6. It is understood and agreed that Alpine is taking over "the Well" pursuant to and subject to all the terms and conditions set forth in that certain Farm-in Agreement dated June 14, 1994, between Chevron and Alpine, specifically Provision I - "Well Takeover". However, Chevron will not retain a reversionary right of 50% working interest in this well. Instead, Chevron will receive from Alpine an overriding royalty of 6% on any future production from this well. Alpine agrees to execute a recordable

assignment to Chevron of this 6% overriding royalty within 30 days from execution of this agreement. Consequently, Alpine will not report to Chevron any of its work in this well, including the costs thereof, or any of the data or information acquired from its operations on or work in this well. 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 17th day of November, 1997 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
d/b/a ALPINE GAS COMPANY

By: Gilman A. Hill
Gilman A. Hill

Title: President and General Partner

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on November 17th, 1997, by D. T. Berlin, Assistant Secretary for Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc., a Pennsylvania corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas
My Commission Expires 8-12-00

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 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 18th day of November, 1997, personally appeared Gilman A. Hill, known to me to be the person wh 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

231

# EXHIBIT "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale effective October 1, 1997 between Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc. And Shama Zoe limited Partnership, d.b.a. Alpine Gas Company.

ASSIGNED PREMISES

WELL: Billy #33-16 (wellbore only)
Township 31 North-Range 111West, Section 16: NW4 SE4;
Sublette County, Wyoming

EQUIPMENT:

1. Approximately 10,553 feet of 2 3/8", 4.7#, EUE, 8 RD, P-110 tubing;

2. One production tree, 5000 psi maximum working pressure;

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING
Comp. Form

PAID-UP

# OIL AND GAS LEASE

AGREEMENT, made and entered into the 14th Day of November 1997, by and between **Lester William Anderson and Grace Bodil Anderson, Trustees of the Talli Rose Manning Trust, A/K/A The Talli Rose Manning, P. O. Box 88, Pinedale, WY 82941,** hereinafter called Lessor (whether one or more) and **WLR, Inc., P.O. Box 4096, Casper, WY 82604,** 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 said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of **Sublette,** State of **Wyoming,** described as follows, to wit:

Township 34 North, Range 109, West, 6th P.M.
Section 32: E2NW, SWNW, NWNE less a tract containing approximately 4.00 acres described as follows: Beginning at the point for the intersection of the east right-of-way line of the Ehman Lane County Road No. 23-144 and the north line of said section 32, S.89° 51' E. 70.6 feet from the North one-quarter corner of said Section 32; Thence S. 01° 04' East, the base bearing for this survey, 256.8 feet along the said right of way line to a point; Thence S. 89° 51' E. 769.95 feet to a point; Thence N.36° 04' W. 318.15 feet to a point on the north line of said section 32; Thence N. 89° 51' W. 587.4 feet along the said north line to the point of beginning.

See side letter agreement of even date and made a part hereof. initial here GBA initial here

and containing for the purposes of this lease, whether more or less, **156.00** acres

1. It is agreed that this lease shall remain in force for a term of **five (5)** years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties ( including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest ( by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

WY 814.LWA.OGL.wpd

264984

RECORDED Dec. 15 1997 M 9:50 A
IN BOOK 101016 PAGE 232
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Sexton

232

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 judgement 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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.

Lester William Anderson

**Lester William Anderson, Trustee**

Grace Bodil Anderson

**Grace Bodil Anderson, Trustee**

**SSN 520-22-6123**

**ACKNOWLEDGMENT**

STATE OF Wyoming

COUNTY OF Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1997 personally appeared **Lester William Anderson and Grace Bodil Anderson, Trustees of the Talli Rose Manning Trust, A/K/A The Talli Rose Manning** to me known to be the identical persons, described in and who executed the within and foregoing instrument and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 12th 2001

MICHAEL T. DEVER
Notary Public
Natrona County, Wyoming

[redacted] [redacted] [redacted]

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
W-108079

# 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 7, 1941 (40 OP. Atty Gen. 41), or the

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street, Suite 1220

City, State, Zip Code: Denver, CO 80202

FILED
FEB -3 AM 8
BUREAU OF LAND MANAGEMENT

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

Lands in offer were not within a known geologic structure on 2/25/88.

[signature]
District Manager
Rock Springs District

264987

RECORDED Dec 15, 1997 10:20 AM
IN BOOK 106 046 PAGE 234
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Patt Seaton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 28 N., R. 107 W., Sublette County, 6th PM, WY
sec. 6, lots 1, 5, 6, 7, 8, 9, NE¼SE¼, S½SE¼;
7, E½;
8, all;
21, all;
28, all.

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC 1 1997
BUREAU OF LAND MANAGEMENT

Total acres in lease 2539.74
2540.00
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: [signature] ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title) FEB 29 1988 (Date)

EFFECTIVE DATE OF LEASE MAR 1 1988

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINAL

Tear Tear Tear

234

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 300,000 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 CONSTRUCTION 2(a)(2)(A) OF THE MINERAL LEASING ACT

LESSEE [redacted]

Duly executed this 1st day of February, 19 88.

(Signature of Lessee or Attorney-in-fact)

W.K. Arbuckle, Member of the Joint Venture

## 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 release 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 the laws of 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 remedies, 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]

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC - 1 1997

BUREAU OF LAND MANAGEMENT

237

Form 3 [illegible]
(December 1986)
(formerly 3105-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

06-511-036
FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
W-108079

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 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee
   Street
   City, State
   Zip Code

CNG PRODUCING COMPANY
One Canal Place - Suite 3100
New Orleans, Louisiana
70130

Additional Assignees

264988

RECORDED Dec. 15 1987 10:20 M
IN BOOK 101-016 PAGE 237
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

By Cathi Seaton

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 other than this form; such documents should only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 28 North - Range 107 West, 6th PM<br>Section 6: Lots 1,5,6,7,8,9, NE¼SE¼, S½SE¼<br>Section 7: E½<br>Section 8: All<br>Section 21: All<br>Section 28: All<br><br>Containing 2539.74 acres, more or less in Sublette County, Wyoming | 100% | 87.5% | 12.5% | None | None |

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 1 1987
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY

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 1988

By Patricia J. Montes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

APR 29 1988
(Date)

Original

[redacted] [redacted] [redacted]

Part A (Continued) ADDITIONAL SPACE for Land Description in Item No. 2, if needed

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 1 1987
BUREAU OF LAND MANAGEMENT
CERTIFIED

## 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, nation, or resident alien of the United States or association of such citizen, 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; and (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.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payment interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) Denver (City) Colorado (State) 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNC PRODUCING COMPANY
Attorney-in-fact
By: Harry G. Wiederspahn

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 1987-0-773-017/61614

239

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

90 JUL 22 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-108079

Lease Effective Date
(Anniversary Date)
-02-29-88

New Serial No.

**Type or print plainly in ink and sign in ink.**

10:20a

RECORDED Dec. 15, 1997 M
IN BOOK 101 PAGE 239
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

## PART A: ASSIGNMENT

1. Assignee* — CNG PRODUCING COMPANY — 12.5%
   Street — 1450 Poydras St.
   City, State, ZIP Code — New Orleans, LA 70112 — 264989

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 28 North - Range 107 West<br><br>Sec 6 Lots 1, 5, 6, 7, 8, 9, NESE, S/2SE<br>7 E/2<br>8 All<br>21 All<br>28 All<br><br>2,539.74 acres<br><br>Sublette County, Wyoming | 12.5% | 12.5% | 0 | 0 | 0 |

CERTIFIED
to be a true and comparative copy of the official records on file
DEC - 1 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 effective JUL 1 1990

By Pamela J. Lewis

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER

JUL 18 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

DEC - 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 15th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
Please type or print

Assignor W.K. Arbuckle (Signature)
or W.K. Arbuckle, Member of the Joint Venture
Attorney-in-fact _____ (Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 19 90

CNG PRODUCING COMPANY

Assignee _____ (Signature)
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.

241

Form 3100-11
(April 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
W-108095

# 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: Fossil Associates

Street: 1580 Lincoln Street, Suite 1220

City, State, Zip Code: Denver, CO 80202

FILED
93 DEC 6 AM 9:10
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

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

Lands in offer were not within a known geologic structure on 2/25/88.

Ronald K. Rumpf
District Manager
Rock Springs District

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 1 1997
Adelle A. Kawalski
BUREAU OF LAND MANAGEMENT

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 34 N., R. 110 W., Sublette County, 6th PM, WY
sec. 18, E½W½;
19, E½W½;
21, E½;
28, W½.
T. 34 N., R. 111 W.,
sec. 24, S½.

264930
RECORDED Dec. 15, 1997 10:20 M
IN BOOK 106 PAGE 208
FEES $ 10.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Total acres in lease 1280.00
1280.00
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

ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section
(Title)

MAR 16 1988
(Date)

EFFECTIVE DATE OF LEASE APR 1 1988

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINAL

Year Year Year

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 300,000 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.

FOSSIL ASSOCIATES
OFFERED IN COMPLIANCE WITH QUALIFICATIONS CONCERNING FEDERAL C...
LEASE HOLDINGS PROVIDED IN SECTION 2(a)(2)(A) OF THE MINERAL LEASING ACT

Duly executed this 1st day of February, 19 88.

W.K. Arbuckle
(Signature of Lessee or Attorney-in-fact)

W.K. Arbuckle, Member of the Joint Venture

## 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 cancelled 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.

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC - 1 1997

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] 06-700-0[redacted]

Form [illegible]
(December 1988)
(formerly 3102-3 & 3200-17)

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 (P.L. 96-514)

Lease Serial No.
W-108095

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee
Street
City, State
Zip Code

CNG PRODUCING COMPANY
One Canal Place - Suite 3100
New Orleans, Louisiana
70130

Additional Assignees

264991

RECORDED Dec. 15, 1997 10:20a
IN BOOK 101a 016 PAGE 244
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Sexton

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 other than this form; such documents should only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 34 North - Range 110 West, 6th PM<br>Section 18: E½W½<br>Section 19: E½W½<br>Section 21: E½<br>Section 28: W½<br><br>Township 34 North - Range 111 West, 6th PM<br>Section 24: S½<br><br>Containing 1280 acres, more or less<br>in Sublette County, Wyoming | 100% | 87.5% | 12.5% | None | None |

CERTIFIED
to be a true and correct copy
of the official records on file
DEC - 1 1997
BUREAU OF LAND MANAGEMENT

## FOR BLM USE ONLY

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 APR 1 1988

By Patricia J. Walters
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAY 02 1988
(Date)

Original

244

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 1 1997
BUREAU OF LAND MANAGEMENT

CERTIFIED

## 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, nation, or resident alien of the United States or association of such citizen, 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; and (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.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) — Denver (City) — Colorado (State) — 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee
or CNG PRODUCING COMPANY
Attorney-in-fact
By: Harry O. Wiederspahn

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: 1987-0-773-017/61614

Form 3000-9
(June, 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

90 JUN 22 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-108095

Lease Effective Date (Anniversary Date): 03-18-88

New Serial No.:

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

CNG PRODUCING COMPANY
1450 Poydras St.
New Orleans, LA 70112

12.5%

264992

RECORDED Dec. 15, 1997 M
IN BOOK 101 PAGE 246
FEES $ 8.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

*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 (a) | Percent of Interest Owned (b) | Conveyed (c) | Retained (d) | Percent of Overriding Royalty or Similar Interests Reserved (e) | Previously reserved or conveyed (f) |
|---|---|---|---|---|---|
| Township 34 North - Range 110 West<br>Sec 18 E/2W/2<br>19 E/2W/2<br>21 E/2<br>28 W/2<br><br>Township 34 North, Range 111 West<br>Sec 24 S/2<br><br>1,280.00 acres<br><br>Sublette County, Wyoming | 12.5% | 12.5% | 0 | 0 | 0 |

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 1 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 effective: JUL 1 - 1990

(Authorized Officer)

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 18 1990

246

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
DEC - 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 15th day of June, 19 90

Name of Assignor as shown on current lease: Fossil Associates (Please type or print)

Assignor: W.K. Arbuckle (Signature)
or
Attorney-in-fact: W.K. Arbuckle, Member of the Joint Venture (Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee: _____ (Signature)
or
Attorney-in-fact: Gordon L. Wogan (Signature)
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.

[redacted] [redacted] [redacted]

Form 3100-11
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]

W-131154

# 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: Ann M. Trujillo
   Street: P. O. Box 1252
   City, State, Zip Code: Cheyenne, WY 82003-1252

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 |
|---|---|---|---|---|
| 31 N., | 108 W., | 6th P.M. | Wyoming | Sublette |

Section 4: S½,
5: Lots 10-12,
8: NE¼, NE¼NW¼, N½SE¼,
9: All,
10: W½,
15: All,
22: All,
26: All,
27: E½NE¼,

264993

RECORDED Dec 15 1997 10:20 A
IN BOOK 1010 PAGE 248
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cadi Taylor

Amount remitted: Filing fee $ 75.00 Rental fee $ 5467.50 Total acres applied for 3644.86 Total $ 5542.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 31 N. R. 108 W. Meridian 6th PM State WY County Sublette

Sec. 4: S2;
Sec. 5: Lots 10-12;
Sec. 8: NE, NENW, N2SE;
Sec. 9: All;
Sec. 10: W2;
Sec. 15: All;

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 1 1997
BUREAU OF LAND MANAGEMENT

RECEIVED
CHEYENNE, WYOMING
93 DEC 16 PM 2:39
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Total acres in lease 2284.86
Rental retained $ 3427.50

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 Pamela J. Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) MAR 03 1994 (Date)

EFFECTIVE DATE OF LEASE APR 01 1994

ORIGINAL

*(Continued on reverse)*

248

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 15th day of December, 19 93. Dan D. Trujillo
(Signature of Lessee or Attorney-in-fact)

## LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

*U.S. GPO: 1992-774-017/67034

[redacted] [redacted] [redacted]

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC - 1 1997

BUREAU OF LAND MANAGEMENT

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -6 PM 3:45

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-131154

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

RECORDED Dec. 15, 1997 M
IN BOOK 104 Q46 PAGE 251
FEES $12.00 11 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

1. Assignee* 33.34% - Holmes P. McLish
   Street 1675 Broadway S-2400
   City, State, ZIP Code Denver, CO 80202 **264994**

*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. 31 N., R. 108 W., 6th P.M. Sublette County<br>Section 4: S½,<br>5: Lots 10, 11, 12,<br>8: NE¼, NE¼NW¼, N½SE¼,<br>9: All,<br>10: W½,<br>15: All,<br>2284.86 Acres. | 100% | 100% | None | None | None |

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 1 1997
BUREAU OF LAND MANAGEMENT

ORIGINAL

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective NOV 01 1994

By Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
MAR 9 1995 (Date)

252

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.

33.33% The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee
1675 Broadway S-2400
Denver, CO 80202

33.33% Elliott A. Riggs
P. O. Box 711
Farmington, NM 87499

CERTIFIED to be a true and correct copy of the official records on file

ORIGINAL

DEC - 1 1997
BUREAU OF LAND MANAGEMENT

State of Wyoming
County of Laramie

JULIE LYNN WEAVER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 24, 1996

The foregoing instrument was acknowledged before me by: Ann M. Trujillo
this 6th day of October 1994.

WITNESS my hand and Official Seal.

My Commission expires: 9.24.96

Julie Lynn Weaver
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 6th day of Oct., 19 94

Name of Assignor as shown on current lease: Ann M. Trujillo
Please type or print

Assignor: Ann M. Trujillo (Signature)
or
Attorney-in-fact: _____ (Signature)

P. O. Box 1252
(Assignor's Address)

Cheyenne WY 82003-1252
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee: _____ (Signature)
or Holmes P. McLish
Attorney-in-fact: _____ (Signature)

Public reporting burden for this form is estimated to average .41 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: 1993-774-017/67000

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 _____ day of _____, 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

The Walter K. Arbuckle Trust

Walter K. Arbuckle
(Signature)
or
Attorney-in-fact Walter K. Arbuckle, Trustee
(Signature)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
91 OCT -6 PM 3:45
RECEIVED
CHEYENNE, 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 _____ day of _____, 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee
(Signature)
or Elliott A. Riggs
Attorney-in-fact _____
(Signature)

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 _____ day of _____, 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

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 _____ day of _____, 19 ____

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

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

[redacted] [redacted] [redacted]

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC - 1 1997

Adelle L Kowalski
BUREAU OF LAND MANAGEMENT

RECORDING REQUESTED BY
OPAL L. LOMBARDI

WHEN RECORDED MAIL TO
OPAL L. LOMBARDI
2550 West Clinton Ave. #173
Fresno, CA 93705

264997

RECORDED Dec 15 1997 2:00 PM
IN BOOK 101 Rec 6 Jo 19 PAGE 255
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Carl Boston

# DEED OF ROYALTY INTEREST

I, OPAL L. LOMBARDI, a single woman dealing with her sole and separate property grant to ALICE MOTT, a married woman, all of my rights, title and interest in an overriding royalty interest of all oil, gas, and other hydrocarbon substances produced and saved from the real property in the County of Sublette, State of Wyoming, described as follows:

(EOG lease #0050144-000)
USA EV-07671-A
Township 27 North, Range 113 West
Section 8: SE

(EOG lease #0050145-000)
USA EV-07671-B
Township 27 North, Range 113 West
Section 8: N2, N2SW, S2SW

EXECUTED on 12-8-97, 1997

OPAL L. LOMBARDI

NADINE J. CORTEZ
Commission # 1098679
Notary Public - California
Fresno County
My Comm. Expires May 26, 2000

NADINE J. CORTEZ
Commission # 1098679
Notary Public — California
Fresno County
My Comm. Expires May 26, 2000

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On 12-8-97 (Date) before me, Nadine J. Cortez (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared OPAL LUFETTA Lombardi (Name(s) of Signer(s))

~~☐ personally known to me~~

☒ 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.

Nadine J. Cortez
Signature of Notary Public

NADINE J. CORTEZ
Commission # 1098679
Notary Public - California
Fresno County
My Comm. Expires May 26, 2000

NADINE J. CORTEZ
Commission # 1098679
Notary Public - California
Fresno County
My Comm. Expires May 26, 2000

## 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: Deed of Royalty Interest

Document Date: 12-8-97 Number of Pages: One

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: OPAL LUFETTA Lombardi

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

©1996 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

256

# NOTARY SEAL CLARIFICATION PAGE

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE "NOTARY SEAL" ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:**

**NAME OF NOTARY** NAOJNE J. Carter

**DATE COMMISSION EXPIRES** MAY 26, 2000

**PLACE OF EXECUTION** FRESNO CALIF.

**DATE** 12-8-97

**(Govt. Code, Sec. 27361.7)**

Nadine J Carter
**Signature (Firm Name If Any)**

PRODUCERS 88-PAID UP
11-87 POOLING

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 4th day of December, 19 97, by and between Lester William Anderson and Grace Podil Anderson, Trustees of the Anderson Trust dated March 1, 1997 whose post office address is P.O. Box 88, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and WLH, Inc. whose post office address is P.O. Box 1036, Casper, WY 82601, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and No/100 ($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, 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 34 North, Range 109 West, 6th P.M.
Section 34: NE¼SE¼, S½SE¼

265001

RECORDED Dec. 15, 1997 2:45 PM
IN BOOK 101 Pg 16 PAGE 258
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacton

and containing 120.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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.

Lester William Anderson, Trustee

SSN 520-22-6193

Grace Podil Anderson, Trustee

STATE OF WYOMING
COUNTY OF SWEETWATER } 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 4th day of December, 19 97, personally appeared Lester William Anderson and Grace Adell Anderson, Trustees of the Anderson Trust

and

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

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

My Commission Expires: June 12, 2001

_____
Notary Public.

MICHAEL J. DEVER
Notary Public
Natrona County, Wyoming

State of _____ } ss.
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 19 ___
by _____

Witness my hand and official seal.

My Commission Expires: _____
Notary Public

State of _____ } ss.
County of _____

**ACKNOWLEDGMENT (For use by Corporation)**

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

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____
FROM
TO
Dated _____, 19___
No. Acres _____
Term _____
This instrument was filed for record on the _____ day of _____, 19___, at _____ o'clock ___M., and duly recorded in Volume _____ Page _____ of the records of this office.
_____ County Clerk.
By _____ Deputy.
When recorded return to

# ASSIGNMENT OF OPERATING RIGHTS

## (STATE LEASE - DEPTH RESTRICTIONS)

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

THIS ASSIGNMENT is made and entered into on this the 1st day of August, 1985, by and between **ZKB PROPERTIES; MHB PROPERTIES; BRINKERHOFF ENTERPRISES, LTD., and R W B OIL CORPORATION**, whose addresses are 555 17th Street, Suite #3410, Denver, Colorado 80202, sometimes hereinafter referred to collectively as **"ASSIGNOR"**, or individually by name, and **FMC Corporation**, whose address is 1801 California Street, Suite #2720, Denver, Colorado 80202, sometimes hereinafter referred to as **"ASSIGNEE"**.

WITNESSETH: That,

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of both of which are hereby acknowledged, and subject to the following terms, conditions and reservations, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN unto Assignee, its successors, assigns and legal representatives, Assignor's interest, as set out in Exhibit "A" attached hereto and by this reference made a part hereof, the operating rights on the following described oil and gas lease covering and bearing upon lands in Sublette County, State of Wyoming, to-wit:

State Lease #W-66-15523

That certain oil and gas lease dated October 7, 1966, by and between The State of Wyoming through the Commissioner of Public Lands, as Lessor, and Nat Novick, as Lessee, **INSOFAR and INSOFAR ONLY as said lease covers and bears upon all rights and formations below the top of the Baxter Formation down to a stratigraphic equivalent of 20 feet below the Bear River Formation**, in said lease covering and bearing upon the following described tracts of land:

**STATE #41-36**

Township 27 North, Range 112 West, 6th PM
Section 36: NE/4
Sublette County, Wyoming
Containing 160.00 acres more or less

**STATE #33-36**

Township 27 North, Range 112 West, 6th PM
Section 36: SE/4
Sublette County, Wyoming
Containing 160.00 acre more or less

**265029**

FILED IN THE LEASE FILE:
FILED: APRIL 25, 1986

ls

RECORDED Dec 17 1997 4:00 PM
IN BOOK 106 026 PAGE 260
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacco

260

THIS ASSIGNMENT is subject to the terms, conditions and provisions of the original oil and gas lease described and set forth hereinabove and any amendments or supplements to such oil and gas lease.

THIS ASSIGNMENT is subject to its proportionate part of all existing and outstanding overriding royalty, additional or excess royalties, where applicable.

THIS ASSIGNMENT of operating rights is made subject to that certain Gas Purchase Contract dated August 1, 1972, and to that certain Operating Agreement dated January 4, 1972.

TO HAVE AND TO HOLD unto Assignee, its successors, assigns and legal representatives forever, the operating rights conveyed and assigned in the amount set forth on Exhibit "A", together with all the rights, privileges and appurtenances thereunto belonging, or in any wise appertaining, all without covenant of warranty, either express or implied.

IN WITNESS WHEREOF, witness the signature of Assignor, this the day and date first hereinabove written.

WITNESS:

Laurie L. Dittbrenner

Celeste V. Hazelhurst

ZKB PROPERTIES

By: Zach K. Brinkerhoff, Jr.,
General Partner

Laurie L. Dittbrenner

Celeste V. Hazelhurst

MHB PROPERTIES

By: M.H. Brinkerhoff,
General Partner

Laurie L. Dittbrenner

Celeste V. Hazelhurst

BRINKERHOFF ENTERPRISES, LTD.

By: Zach K. Brinkerhoff, Jr.
General Partner

ATTEST:

R.D. Mansbridge,
Assistant Secretary

R W B OIL CORPORATION

By: M.H. Brinkerhoff,
Vice-President

# EXHIBIT "A"

Attached hereto and made a part of that certain Assignment of Operating Rights dated August 1, 1985, between ZKB PROPERTIES; MHB PROPERTIES; BRINKERHOFF ENTERPRISES, LTD.; and R W B OIL CORPORATION, ASSIGNOR, and FMC CORPORATION, ASSIGNEE.

## STATE #41-36

| WORKING INTEREST OWNERS | WORKING INTEREST BPO | WORKING INTEREST APO |
|---|---|---|
| ZKB PROPERTIES | 10.208125% | 5.1042% |
| MHB PROPERTIES | 0.937500% | 0.4687% |
| BRINKERHOFF ENTERPRISES, LTD. | 0.416875% | 0.2083% |
| R W B OIL CORPORATION | 0.937500% | 0.4688% |
| **TOTAL INTERESTS ASSIGNED:** | **12.500000%** | **6.2500%** |

## STATE #33-36

| WORKING INTEREST OWNER | WI |
|---|---|
| ZKB PROPERTIES | 5.1042% |
| MHB PROPERTIES | 0.4687% |
| BRINKERHOFF ENTERPRISES, LTD. | 0.2083% |
| R W B OIL CORPORATION | 0.4688% |
| TOTAL INTERESTS ASSSIGNED: | 6.2500% |

INSOFAR AS THE ABOVE INTERESTS REFLECT INTEREST ASSIGNED COVERING THOSE FORMATIONS BELOW THE TOP OF THE BAXTER FORMATION DOWN TO A STRATIGRAPHIC EQUIVALENT OF 20 FEET BELOW THE BEAR RIVER FORMATION.

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 1st day of August, 1985, personally appeared Zach K. Brinkerhoff, Jr., General Partner of ZKB Properties to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of ZKB Properties for the uses, purposes and consideration therein set forth.

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

MY COMMISSION EXPIRES:
July 18, 1989

NOTARY PUBLIC

Cynthia A. Riedel
Cynthia A. Riedel
555 17th Street, #3410
Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 1st day of August, 1985, personally appeared M.H. Brinkerhoff, General Partner of MHB Properties, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of MHB Properties for the uses, purposes and consideration therein set forth.

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

MY COMMISSION EXPIRES:
July 18, 1989

NOTARY PUBLIC

Cynthia A. Riedel
Cynthia A. Riedel
555 17th Street, #3410
Denver, CO 80202

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER )

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 1st day of August, 1985, personally appeared Zach K. Brinkerhoff, Jr., General Partner of Brinkerhoff Enterprises, Ltd. 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 and as the free and voluntary act and deed of Brinkerhoff Enterprises, Ltd., for the uses, purposes and consideration therein set forth.

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

MY COMMISSION EXPIRES:
July 18, 1989

NOTARY PUBLIC

Cynthia A Riedel
Cynthia A. Riedel
555 17th Street, #3410
Denver, CO 80202

[redacted] [redacted] [redacted]

STATE OF COLORADO )
) ss. ACKNOWLEDGMENT OF CORPORATION
COUNTY OF DENVER )

On this 1st day of August, 1985, before me personally appeared M.H. Brinkerhoff and R.D. Mansbridge, to me personally known, who being by me duly sworn did say that M.H. Brinkerhoff is the Vice-President of R W B Oil Corporation and that R.D. Mansbridge, is the Assistant Secretary of R W B Oil Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M.H. Brinkerhoff and R.D. Mansbridge acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 1st day of August, 1985.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 18, 1989

NOTARY PUBLIC:

Cynthia A. Riedel
Cynthia A. Riedel
555 17th Street, Suite 3410
Denver, Colorado 80202

265

Form 3100-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

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

Lease Serial No.
W-118147

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

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* ULTRA RESOURCES, INC.
Street 304 INVERNESS WAY SOUTH, SUITE 295
City, State, ZIP Code ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 30 North, Range 107 West<br>Section 7: NE¼, E½SE¼<br>Section 8: SW¼NE¼<br><br>280.00 acres, more or less<br>Sublette County, Wyoming | 100% | 100% | -0- | -0- | -0- |

265030

RECORDED Dec. 17 1997 4:10 PM
IN BOOK 106 Off. Rec. PAGE 265
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Scott

**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)

WY-1181

[redacted] [redacted] [redacted]

State of COLORADO )
) ss.
County of ARAPAHOE )

**ACKNOWLEDGMENT (For use by Corporation)**

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

NOTARY PUBLIC AMY BARTON STATE OF COLORADO

Amy Barton
NOTARY PUBLIC

(SEAL)

My Commission expires:

7/18/2000

[redacted]

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; © 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 tire Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth(1/4) of one percent of the value of output,nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY Charlotte Kauffman
(Signature)
or Charlotte Kauffman, General Counsel
Attorney-in-fact
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 8th day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or R. G. Albertus, President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 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: 1996-774-004/41005

267

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

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

Lease Serial No.
W-131154

Lease Effective Date
(Anniversary Date)
4/1/94

New Serial No.

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

ULTRA RESOURCES, INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | | b | c | d | e | f |
| Township 31 North, Range 108 West<br>Section 10: W½<br>Section 15: ALL<br>Section 4: S½<br>Section 5: Lots 10 - 12<br>Section 8: NE¼,NE¼NW¼, N½SE¼<br>Section 9: ALL<br><br>2,284.86 acres, more or less<br>Sublette County, Wyoming | 265031 | 100% | 100% | -0- | -0- | -0- |

RECORDED Dec. 17, 1997 1:10 PM
IN BOOK 104 P46 PAGE 267
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 effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment [redacted]
(Title) (Date)

WY-1154

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 ARAPAHOE )

**ACKNOWLEDGMENT (For use by Corporation)**

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

(SEAL)

My Commission expires:

7/18/2000

NOTARY PUBLIC AMY BARTON STATE OF COLORADO

Amy Barton
NOTARY PUBLIC

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth(1/4) of one percent of the value of output,nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Charlotte Kauffman, General Counsel
Attorney-in-fact _____
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 8 day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or R. G. Albertus, President
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 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: 1996-774-004/41005

269

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

# 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-106146

Lease Effective Date
(Anniversary Date)
11/1/87

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. **Assignee***
   **Street** ULTRA RESOURCES, INC.
   304 INVERNESS WAY SOUTH, SUITE 295
   **City, State, ZIP Code** ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 23 North, Range 106 West<br>Section 6: Lots 1 thru 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ | 100% | 100% | -0- | -0- | -0- |

265032

624.62 acres, more or less
Sublette County, Wyoming

RECORDED Dec. 17 1997 4:10 PM
IN BOOK 1Dle Ortg PAGE 269
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Zaeffer

**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)

WY-1186

[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.

State of COLORADO )
) ss.
County of ARAPAHOE )

**ACKNOWLEDGMENT (For use by Corporates)**

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

(SEAL)

My Commission expires:

7/18/2000

NOTARY PUBLIC STATE OF COLORADO AMY BARTON

Amy Barton
NOTARY PUBLIC

exceed 246,080 acres in oil and gas leases (or wells 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 tire Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth(1/4) of one percent of the value of output,nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Charlotte Kauffmen, General Counsel
Attorney-in-fact _____
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 8 day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or R. G. Albertus, President
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 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: 1996-774-004/41005

271

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

# 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-118166

Lease Effective Date
(Anniversary Date)
11/1/89

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 31 North, Range 109 West<br>Section 17: ALL<br>Section 28: E½W½, NW¼SW¼, SW¼SE¼<br>Section 5: Lots 3, 4, S½NW¼, SW¼<br>Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, S½NE¼, SE¼<br>Section 8: ALL<br><br>265033<br><br>2,537.79 acres, more or less<br>Sublette County, Wyoming | 100% | 100% | -0- | -0- | -0- |

RECORDED Dec 17 1997 4:10PM
IN BOOK 100 Misc 4 PAGE 271
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING BY Pat Scott

**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)

WY-1184

Part A (Continu[redacted]TIONAL SPACE for Names and addresses of additional [redacted] Item No. 1, if needed, or for Land Description in Item No. [redacted] needed.

**ACKNOWLEDGMENT (For use by Corporates)**

State of COLORADO )
) ss.
County of ARAPAHOE )

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

Amy Barton
NOTARY PUBLIC

(SEAL)

My Commission expires:
7/18/2000

NOTARY PUBLIC AMY BARTON STATE OF COLORADO

[redacted] public domain and acquired lands separately in the same State, do not [redacted] 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 tire Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth(1/4) of one percent of the value of output,nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Charlotte Kauffman, General Counsel
Attorney-in-fact _____
(Signature)

1112 Bonnie Brae
(Assignor's Address)
Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 8 day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or R. G. Albertus, President
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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☆ U.S. GPO: 1996-774-004/41005

273

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

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

Lease Serial No.
W-104180

Lease Effective Date
(Anniversary Date)
6/1/87

New Serial No.

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* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 28 North, Range 107 West<br>Section 10: ALL<br>Section 11: ALL<br>Section 13: ALL<br>Section 14: E½<br>Section 23: NE¼<br>Section 24: N½, SW¼, N½SE¼, SW¼SE¼<br>Section 3: Lots 2, 3, S½<br>3,349.44 acres, more or less<br>Sublette County, Wyoming | 75% | 75% | -0- | -0- | -0- |

265034

RECORDED Dec. 17, 1997 4:10 PM
IN BOOK 106 PAGE 273
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Booth

**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)

WY-1258

State of COLORADO )
) ss.
County of ARAPAHOE )

**ACKNOWLEDGMENT (For use by Corporation)**

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

(SEAL)

NOTARY PUBLIC STATE OF COLORADO AMY BARTON

Amy Barton
NOTARY PUBLIC

My Commission expires:
7/18/2000

## 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 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; © 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 tire Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth(1/4) of one percent of the value of output nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Attorney-in-fact Charlotte Kauffman, General Counsel
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 8 day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or Attorney-in-fact R. G. Albertus, President
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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☆ U.S. GPO: 1996-774-004/41005

275

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

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

Lease Serial No.
W-118167

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

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* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | | b | c | d | e | f |
| Township 32 North, Range 109 West<br>Section 30: Lots 1 thru 12, E½<br>Section 31: Lots 1 thru 12, E½ | 265035 | 100% | 100% | -0- | -0- | -0- |
| 1425.12 acres, more or less<br>Sublette County, Wyoming | | | | | | |

RECORDED Dec. 17, 1997 4:10PM
IN BOOK 106 PAGE 275
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By

**FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

WY-1183

[redacted] [redacted] [redacted]

... Additional endorsements in Item No. 1 if needed or for Land Description in Item No. 2, if

State of COLORADO )
) ss.
County of ARAPAHOE )

**ACKNOWLEDGMENT (For use by Corporaton)**

On this 8th day of December, 1997, before me personally appearedCharlotte Kauffman, to me personally known, who, being by me duly sworn, did say that she is the General Counsel of Ultra Petroleum (USA), Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and saidCharlotte Kauffman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, 1997.

(SEAL)

NOTARY PUBLIC AMY BARTON STATE OF COLORADO

Amy Barton
NOTARY PUBLIC

My Commission expires:
7/18/2000

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.

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

Executed this 8th day of December, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Charlotte Kauffman, General Counsel
Attorney-in-fact _____
(Signature)

1112 Bonnie Bree
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 9 day of December, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)
or R. G. Albertus, President
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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☆ U.S. GPO: 1996-774-004/41005

277

PRODUCERS 88 - PAID UP
11-57 POOLING
Comp. Form

PAID-UP

# OIL AND GAS LEASE

AGREEMENT, made and entered into the 5th day of December 1997, by and between Nancy Reinwald, a married woman dealing in her sole and separate property, 219 Ehman Lane, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and WLR, Inc., P. O. Box 4690, Casper, WY 82604, 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 said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 34 North, Range 109 West, 6th P.M.
Sections 30 & 31: That part of the SWSE of Section 30 and that part of the NE4 of Section 31 described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence South 2640 feet to the center quarter corner of Section 31, thence East 2640 feet to the quarter corner common to sections 31 and 32, thence North 1061 feet ; thence 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; thence S. 89° 44' W. 634 feet; thence South 1333 feet to the point of beginning.

and containing for the purposes of this lease, whether more or less, 158.03 acres

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties ( including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest ( by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

265046

WY 815.A.NR.OGL.wpd

RECORDED Dec. 18 1997 2:15 PM
IN BOOK 106 OR 6 PAGE 277
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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 judgement 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Nancy Reinwald
**Nancy Reinwald**

SSN 529-50-1779

**ACKNOWLEDGMENT**

STATE OF **WYOMING**

COUNTY OF **SUBLETTE**

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of December, 1997 personally appeared **Nancy Reinwald, a married woman dealing in her sole and separate property**, to me known to be the identical person, described in and who executed the within and foregoing instrument 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: Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 7, 2000

Shari Pape
Notary Public

278

279

# ASSIGNMENT AND BILL OF SALE

265065

STATE OF WYOMING:

COUNTY OF SUBLETTE:

RECORDED Oct. 22, 1992 10:15 AM
IN BOOK 104 O+G PAGE 279
FEES $10.00 M. L. Gill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sackett

THIS ASSIGNMENT AND BILL OF SALE, dated this 13th day of March 1992, but effective as of 12:01 am. At the location of the property on October1, 1991, between Mourne Oil and Gas company, whose mailing address is 1500 Fourmile In., Canon City, Co. herein after referred to as 'ASSIGNOR" and M. J. Mourne Jr., whose mailing address is 1151 Fourmile Lane, Canon City, Co. 81212, hereinafter referred to as "ASSIGNEE".

## Recitals

1. Assignor owns an interest in the oil and gas wells located on the leases and lands described on exhibit A attached hereto and made part of (the wells, leases, and land, respectively).

2. Assignor owns an interest in certain personal property and fixtures used in connection with the operation of the leases and wells (the Equipment), including, but not limited to, al' lease equipment, tanks, and all other equipment, appurtenance, fixtures and property of every kind and character, movable or immovable, used in connection with operating the wells; the equipment does not ~ include any tools, vehicles or other equipment temporarily located on the well site.

3. Assignor's interest in the leases and wells is subject to the rights and obligations existing under all contracts pertaining to the wells, including, but not limited to rights -of-way, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, assignments, purchase and sale agreements, gas sale contracts, tax partnerships, disposal agreements, injection agreements, gas processing contracts and other instruments and agreements, regardless of whether such contracts are filed of record in *the* county where the wells or leases are located.

4. Assignor is entitled to receive oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons gaseous hydrocarbons, products refined and manufactured therefrom, and other minerals, to the extent produced from the wells and saved prior to the effective date and payments, accounts and proceeds from the sale of all the foregoing (the "Production").

5. Assignor shall be under no obligation to provide information or files that it does not possess or to supplement its files or available information. Assignee enters into this transaction based solely upon its own due diligence efforts and not in reliance upon representations by Assignor.

## CONVEYANCE

For Fifty Dollars ($50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor hereby sells, transfers, conveys and assigns to Assignee, part of assignors right, title and interest in and to the properties as specified and limited in exhibit A attached hereto, as of effective time, to have and hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill Of Sale is made without warranty of title to the property, expressed or implied, as is made without warranty of quantity or quality of interest, regardless of any language in Exhibit A referencing entitlements

[redacted] [redacted] [redacted]

**ASSIGNOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, MERCHANTABLITY, OR FITNESS OF THE PROPERTY FOR ASSIGNEE'S INTENTED USE OF FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTY "AS IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.**

**Assignee shall bear all cost and liabilities associated with the plugging and abandoning of the wells and shall hold assignor harmless from any and all claims arising out of or associated with the plugging and abandonment thereof.**

**This Assignment and Bill Of Sale is subject to, and assignee shall assume, the obligations of all the contracts and data.**

**This instrument binds the parties and their successors and assigns. Assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions and stipulations contained herein and within the contracts affecting the property conveyed herein, and contained with the lease, and agrees to comply with t he rules and regulations of any governmental body asserting] jurisdiction over the lands on which any well conveyed hereby is located.**

Executed this 13th day of March 1992.

STATE OF COLORADO:
COUNTY OF FREMONT:

Mark J. Mourne, Owner of Mourne Oil and Gas Company, acknowledged the foregoing instrument before me this 13th day of March 1992.

Witness my hand official seal:

JoAnn H. Burgess

JoAnn H. Burgess
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 5-10-92

# EXHIBIT " A"

**Attached to and made part of that certain ASSIGNMENT AND BILL OF SALE, executed March 13, 1992 by and between Mourne Oil and Gas Company and M. J. Mourne Jr., an individual,**

**Assignor's right, title and interest in and to the leasehold estate created by the following described lease:**

**Federal Lease Numbers WYW-49630, WYW-57811 and WYW-0330797**

**INSOFAR AND ONLY INSOFAR as said** lease covers the following described lands located within:

**Section 24,T27N,R110W W/2 SW/4, S/2 NW/4,SE/4 NE/4, E/2 SW/4**

**Section 25,T27N,R110W NW/4 NW/4, NE/4 NW/4,**

**Section 23,T27N,R110W E/2 SE/4**

**Section 26,T27N,R110W NE/4 NE/4**

**Containing 480 acres, more or less.**

**The recording reference is to the records of Sublette County, Wyoming**

**The Assignor entitles the Assignee the following interest in and to the Jefferson 20-24 well and leasehold.**

**Jefferson 20-24 Well ORRI-3.0%**

**Assignor assigns all other right title and leasehold interest to M. J. Mourne Jr. to have and hold as his forever.**

PRODUCERS 88 - PAID UP
11-97 POOLING
Comp. Form

PAID-UP

# OIL AND GAS LEASE

AGREEMENT, made and entered into the 5th day of December 1997, by and between Sally Johnsen A/K/A Sally Johnson, a married woman dealing in her sole and separate property, 14011 South Sands Road, Valleyford, WA 99036, hereinafter called Lessor (whether one or more) and WLR, Inc., P. O. Box 4690, Casper, WY 82604, 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 said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 34 North, Range 109 West, 6th P.M.
Sections 30 & 31: That part of the SWSE of Section 30 and that part of the NE4 of Section 31 described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence South 2640 feet to the center quarter corner of Section 31, thence East 2640 feet to the quarter corner common to sections 31 and 32, thence North 1061 feet ; thence 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; thence S. 89° 44' W. 634 feet; thence South 1333 feet to the point of beginning.

and containing for the purposes of this lease, whether more or less, 158.03 acres

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties ( including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest ( by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

WY 815.B.SJ.OGL.wpd 265066

RECORDED Dec. 22 1997 10:20AM
IN BOOK 101a Qtc PAGE 282
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Boston

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 judgement 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Sally Johnsen
Sally Johnsen

SSN 529-50-1778

## ACKNOWLEDGMENT

STATE OF WASHINGTON }
}
COUNTY OF Spokane }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12 day of December, 1997 personally appeared **Sally Johnsen, a married woman dealing in her sole and separate property** , to me known to be the identical person, described in and who executed the within and foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 1-26-00

RONDA R. IVES NOTARY PUBLIC COMMISSION EXPIRES 1-26-00 STATE OF WASHINGTON

Ronda R. Ives
Notary Public

# ASSIGNMENT AND BILL OF SALE OF WELL BORE

265149

RECORDED Dec. 29 1997 3:20pm
IN BOOK 1010 Pg 284 PAGE 284
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoten

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, and J. Winston Williams, hereinafter referred to as "Williams", whose address is 8076 County Road #113, Carbondale, Colorado 81623, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Shama Zoe and Williams do hereby sell, assign, transfer, set over, and convey unto Ultra Resources, Inc., a Wyoming Corporation, hereinafter referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, all of Shama Zoe's and Williams' fractional right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Mesa Federal #22-2, located 2,053' FWL, 2,019' FSL, in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming, and covered by that certain Oil, Gas and Mineral Lease WYW-131911, effective April 1, 1994, hereinafter referred to as "the Alpine Lease", between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Shama Zoe and Williams sell, transfer, and assign to Ultra all of their fractional interest in all surface and production casing set to a total depth of 12,451 feet.

This Assignment is made expressly subject to and Ultra's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Ultra agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe and Williams 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 Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe and Williams 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 Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Ultra shall assume all responsibility for the Well Bore, 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). Ultra as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe and Williams, their successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe and Williams, their successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; 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.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe and Williams, Ultra agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

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

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED on the dates indicated below, but to be effective for all purposes as of October 1, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By Gilman A. Hill
Gilman A. Hill, General Partner and President

Executed: November 20, 1997

J. Winston Williams
J. Winston Williams

Executed: 11/30/97

ULTRA RESOURCES, INC.

By Charlotte Lampe

Executed: 12-20-97

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1997, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

JoAnn Sarver
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of November, 1997, personally appeared J. WINSTON WILLIAMS.

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

Susie Schmidt
Notary Public

My Commission Expires:

~~My Commission expires:~~ 04/09/01

[redacted] [redacted] [redacted]

STATE OF WYOMING )
) ss.
COUNTY OF Natrona )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of ~~November~~ December, 1997, personally appeared Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as Attorney-in-fact and acknowledged to me that She executed the same as her 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.

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

Cheri L. Kais
Notary Public

NOTARY PUBLIC OCTOBER 2, 2001 NATRONA COUNTY

My Commission Expires:

10/02/01

# BILL OF SALE OF PIPELINE

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

265150

RECORDED Dec. 29, 1997 3:20 PM
IN BOOK 106 916 PAGE 287
FEES $.32.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, and J. Winston Williams, hereinafter referred to as "Williams", whose address is 8076 County Road #113, Carbondale, Colorado 81623, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Shama Zoe and Williams do hereby sell and transfer unto Ultra Resources, Inc., a Wyoming Corporation, hereinafter referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, all of Shama Zoe's and Williams' fractional right, title, and interest in and to a certain pipeline (the "Pipeline"), in place, consisting of approximately 4.3 miles (22,704 feet) of 4.5-inch OD steel gathering line located on the Right-of-Way Grant WYW-139467/Temporary Use Permit WYW-139469, effective November 4, 1996, a copy of which is attached hereto as Exhibit "A" and is incorporated into this Bill of Sale of Pipeline for all purposes.

Ultra agrees that after the Effective Date stated herein, the operation of this pipeline shall be conducted at the sole risk, cost, and expense of Ultra. Ultra assumes sole liability and responsibility for the operation of this pipeline from and after the Effective Date. Ultra agrees to indemnify and hold harmless Shama Zoe and Williams, its agents, employees, and assigns from any and all liability, claims, damages or causes of action arising out of Ultra's operation or ownership of this pipeline after the Effective Date hereof.

This Pipeline is sold to Ultra in as "As Is, Where Is" condition, and is made without warranty of title, express or implied, and Shama Zoe and Williams make no warranty with respect to quality, quantity, weight, grade, fitness for a particular purpose or merchantability of any materials or equipment sold and transferred to Ultra by this Bill of Sale.

EXECUTED on the dates indicated below, but to be effective for all purposes as of October 1, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

Executed: November 20, 1997

_____
J. Winston Williams

Executed: 11/29/97

[redacted] [redacted] [redacted]

ULTRA RESOURCES, INC.

By _____

Executed: 12-20-97

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1997, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of November, 1997, personally appeared J. WINSTON WILLIAMS.

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

_____
Notary Public

My Commission Expires:

_____



288

STATE OF WYOMING )
) ss.
COUNTY OF Natrona )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of ~~November~~ December, 1997, personally appeared Charlotte Kauffman, Attorney-in-Fact Ultra Resources, Inc., a Wyoming corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as Attorney-in-Fact and acknowledged to me that she executed the same as her 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.

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

Cheri L. Kais
Notary Public

My Commission Expires:

10/2/01

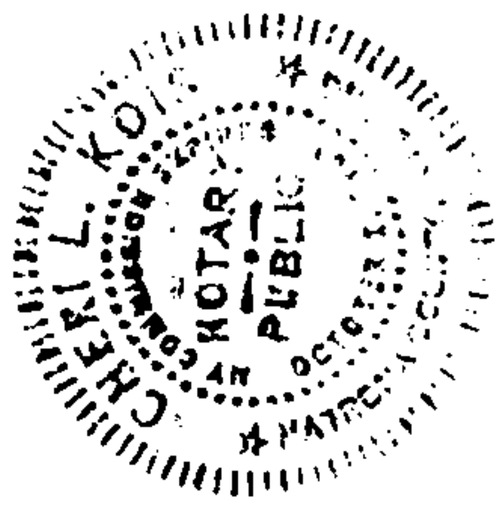

Exhibit "A"

to [redacted] of Sale of Pipeline, effect[redacted] October 1, 1997, from Shama [redacted] Limited Partnership, d/b/a Alpine Gas Company, and J. Winston Williams to Ultra Resources, Inc.

# United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

2880 (460)
WYW-139467
WYW-137469

November 4, 1996

Mr. Ralph Herbert
Alpine Gas Company
P.O. Box 1211
Pinedale, WY 82941

DECISION

Application Received
September 24, 1996

RIGHT-OF-WAY GRANTED and TEMPORARY USE PERMITTED

Re: Pipeline - Mesa 22-2

Enclosed is your copy of right-of-way grant WYW-139467 and temporary use permit WYW-139469. The grant and permit are your authorization to occupy the federal lands as described therein, subject to the terms, conditions, and stipulations as stated.

Advance rental fees for WYW-139467, through December 31, 2001, were determined to be $354. Advance rental fees for WYW-139469 for 1 year were determined to be $55. Payment is due at this time.

Please notify Tracy Hoover at 307-367-4358 24 hours before construction commences.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

This Decision will become final 30 days from its receipt unless it is appealed and overturned by the Secretary of the Interior. See the enclosed information sheet.

Area Manager

Enclosures

WYW-139467.grt
WYW-139469.tup
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-139467/TEMPORARY USE PERMIT WYW-139469

1. A right-of-way and temporary use permit are hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

a. By this instrument, the holder:

Alpine Gas Company,
7128 South Poplar
Englewood, CO 80112

receives a right to construct, operate, maintain, and terminate a 8 inch OD buried natural gas pipeline, on Federal lands described as follows:

T. 31 N., R. 110 W.
section 2, SE¼NW¼, NE¼SW¼, W½SW¼;
section 3, SE¼SE¼;
section 10, NE¼NE¼;
section 11, W½;
section 14; NE¼NW¼, E½;
section 23, NE¼NE¼;
section 24, W½W½, SE¼SW¼;
section 25, E½NW¼.
6th Principal Meridian, Sublette County, Wyoming.

b. The right-of-way area granted herein is 25 feet wide, 17,900 feet long and contains 10.3 acres, more or less.

The permit area granted herein is 20 feet wide, 17,900 feet long and contains 8.2 acres, more or less.

c. The right-of-way shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

The permit shall terminate 1 year from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. The right-of-way may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated November 1, 1996, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

WYW-139469 (TUP)
WYW-139467 (R/W)
Exhibit B
November 1, 1996
2800 (460)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 1, 1996. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

[redacted] [redacted] [redacted]

WYW-139467 (TUP)
WYW-139467 (R/W)
Exhibit B
11/04/96

6. Construction activity and surface disturbance will be prohibited during the period from 11/15 to 4/30 for the protection of wildlife.

Any exceptions to this requirement must have prior written approval from the authorized officer.

295

WYW-139467.gnt
WYW-139469.tup

N WITNESS WHEREOF. The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

Engineer
(Title)

11/4/96
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

11/4/96
(Effective Date of Grant)

WYW-139467.gnt
WYW-139469.tup
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-139467/TEMPORARY USE PERMIT WYW-139469

1. A right-of-way and temporary use permit are hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

a. By this instrument, the holder:

Alpine Gas Company
7128 Soth Poplar
Englewood, CO 80112

receives a right to construct, operate, maintain, and terminate a 8 inch OD buried natural gas pipeline, on Federal lands described as follows:

T. 31 N., R. 110 W.
section 2, SE¼NW¼, NE¼SW¼, W½SW¼;
section 3, SE¼SE¼;
section 10, NE¼NE¼;
section 11, W½;
section 14, NE¼NW¼, E½;
section 23, NE¼NE¼;
section 24, W½W½, SE¼SW¼;
section 25, E½NW¼.
6th Principal Meridian, Sublette County, Wyoming.

b. *The right-of-way area granted herein is 25 feet wide, 17,900 feet long and contains 10.3 acres, more or less.

The permit area granted herein is 20 feet wide, 17,900 feet long and contains 8.2 acres, more or less.

c. The right-of-way shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

The permit shall terminate 1 year from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

COVER

296

d. The right-of-way may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2580.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated November 1, 1996, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

[redacted] [redacted]

WYW-139469 [redacted]
WYW-139467 (R/W)
Exhibit B
November 1, 1996
2800 (460)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 1, 1996. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

(over)

WYW-139467 (TUP)
WYW-139467 (R/W)
Exhibit B
11/04/96

6. Construction activity and surface disturbance will be prohibited during the period from 11/15 to 4/30 for the protection of wildlife.

Any exceptions to this requirement must have prior written approval from the authorized officer.

WYW-139467.gnt
WYW-139469.tup

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Robert Yuhl
(Signature of Holder)

Engineer
(Title)

11/4/96
(Date)

Leslie A. Theiss
(Signature of Authorized Officer)

Area Manager
(Title)

11/4/96
(Effective Date of Grant)

# ASSIGNMENT OF PIPELINE RIGHT-OF-WAYS AND PERMITS

265151

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

RECORDED Dec 29 19 97 3:20 PM
IN BOOK 106 Misc Records PAGE 301
FEES $ 30.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, and J. Winston Williams, hereinafter referred to as "Williams", whose address is 8076 County Road #113, Carbondale, Colorado 81623, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Shama Zoe and Williams do hereby assign unto Ultra Resources, Inc., a Wyoming Corporation, hereinafter referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, all of Shama Zoe's and Williams' fractional right, title, and interest in those certain Pipeline Right-of-Ways (the "Right of-Ways") INSOFAR AND INSOFAR ONLY as said Right-of-Ways cover the Right-of-Way Grant WYW-139467/Temporary Use Permit WYW-139469, effective November 4, 1996, a copy of which is attached hereto as Exhibit "A" and is incorporated into this Assignment for all purposes.

For like consideration, Shama Zoe and Williams hereby assign to Ultra all of Shama Zoe's and Williams' fractional interest in all pipe and pipelines and all pertinent equipment, personal property and fixtures relating to the above described Right-of-Ways.

This Assignment is made by Shama Zoe and Williams to Ultra subject to, and Ultra's rights shall be governed by, any oil and gas leases or other documents found of record in the County where the Right-of-Ways are located which relate to the lands on which the Right-of-Ways assigned are located.

Ultra agrees that after the Effective Date stated herein, the operation of any pipelines located on the Right-of-Ways shall be conducted at the sole risk, cost, and expense of Ultra. Ultra assumes sole liability and responsibility for the Right-of-Ways from and after the Effective Date. Ultra agrees to indemnify and hold harmless Shama Zoe and Williams, its agents, employees, and assigns from any and all liability, claims, damages or causes of action arising out of Ultra's operation or ownership of the Right-of-Ways and the pipelines located thereon or after the Effective Date.

This Assignment is made without warranty of title, express or implied, and Shama Zoe and Williams make no warranty with respect to quality, quantity, weight, grade, fitness for a particular purposes or merchantability of any materials or equipment transferred to Ultra by this Assignment.

EXECUTED on the dates indicated below, but to be effective for all purposes as of October 1, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

Executed: November 20, 1997

_____
J. Winston Williams

Executed: 11/29/97

ULTRA RESOURCES, INC.

By _____
CHARLOTTE KAUFFMAN ATTY-IN-FACT

Executed: 12-22-97

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1997, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of November, 1997, personally appeared J. WINSTON WILLIAMS.

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

Susie Schumpf
Notary Public

My Commission Expires:
My Commission Expires: [illegible]

STATE OF WYOMING )
) ss.
COUNTY OF Natrona )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of ~~November~~ December, 1997, personally appeared Charlotte Kauffman, Attorney-in-Fact Ultra Resources, Inc., a Wyoming corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as Attorney-in-Fact and acknowledged to me that She executed the same as her 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.

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

Cheri L. Kais
Notary Public

My Commission Expires:
10/02/01

**Exhibit "A"**
**to A[redacted]ent of Pipeline Right-of-Wa[redacted]d Permits, effective Octobe[redacted] 1997, from Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, and J. Winston Williams to Ultra Resources, Inc.**

# United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

2880 (460)
WYW-139467
WYW-137469

November 4, 1996

Mr. Ralph Herbert
Alpine Gas Company
P.O. Box 1211
Pinedale, WY 82941

## DECISION

Application Received
September 24, 1996

RIGHT-OF-WAY GRANTED and TEMPORARY USE PERMITTED

Re: Pipeline - Miesc 22-2

Enclosed is your copy of right-of-way grant WYW-139467 and temporary use permit WYW-139469. The grant and permit are your authorization to occupy the federal lands as described therein, subject to the terms, conditions, and stipulations as stated.

Advance rental fees for WYW-139467, through December 31, 2001, were determined to be $354. Advance rental fees for WYW-139469 for 1 year were determined to be $55. Payment is due at this time.

Please notify Tracy Hoover at 307-367-4358 24 hours before construction commences.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

This Decision will become final 30 days from its receipt unless it is appealed and overturned by the Secretary of the Interior. See the enclosed information sheet.

Area Manager

Enclosures

WYW-139467.grt
WYW-139469.tup
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-139467/TEMPORARY USE PERMIT WYW-139469

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2. Nature of Interest:

a. By this instrument, the holder:

Alpine Gas Company
7128 South Poplar
Englewood, CO 80112

receives a right to construct, operate, maintain, and terminate a 8 inch OD buried natural gas pipeline, on Federal lands described as follows:

T. 31 N., R. 110 W.
section 2, SE¼NW¼, NE¼SW¼, W½SW¼;
section 3, SE¼SE¼;
section 10, NE¼NE¼;
section 11, W½;
section 14; NE¼NW¼, E½;
section 23, NE¼NE¼;
section 24, W½W½, SE¼SW¼;
section 25, E½NW¼.
6th Principal Meridian, Sublette County, Wyoming.

b. The right-of-way area granted herein is 25 feet wide, 17,900 feet long and contains 10.3 acres, more or less.

The permit area granted herein is 20 feet wide, 17,900 feet long and contains 8.2 acres, more or less.

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The permit shall terminate 1 year from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. The right-of-way may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated November 1, 1996, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

WYW-139469 (TUP)
WYW-139467 (R/W)
Exhibit B
November 1, 1996
2800 (460)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 1, 1996. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

[redacted] [redacted] [redacted]

WYW-139467 (TUP)
WYW-139467 (R/W)
Exhibit B
11/04/96

6. Construction activity and surface disturbance will be prohibited during the period from 11/15 to 4/30 for the protection of wildlife.

Any exceptions to this requirement must have prior written approval from the authorized officer.

309

WYW-139467.gnr
WYW-139469.tup

N WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

Engineer
(Title)

11/4/96
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

11/4/96
(Effective Date of Grant)

WYW-139467.gnt
WYW[illegible].fup
FORM[illegible]-14
(Aug[illegible])

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-139467/TEMPORARY USE PERMIT WYW-139469

1. A right-of-way and temporary use permit are hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

a. By this instrument, the holder:

Alpine Gas Company
7128 Soth Poplar
Englewood, CO 80112

receives a right to construct, operate, maintain, and terminate a 8 inch OD buried natural gas pipeline, on Federal lands described as follows:

T. 31 N., R. 110 W.
section 2, SE¼NW¼, NE¼SW¼, W½SW¼;
section 3, SE¼SE¼;
section 10, NE¼NE¼;
section 11, W½;
section 14: NE¼NW¼, E½;
section 23, NE¼NE¼;
section 24, W½W½, SE¼SW¼;
section 25, E½NW¼.
6th Principal Meridian, Sublette County, Wyoming.

b. The right-of-way area granted herein is 25 feet wide, 17,900 feet long and contains 10.3 acres, more or less.

The permit area granted herein is 20 feet wide, 17,900 feet long and contains 8.2 acres, more or less.

c. The right-of-way shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

The permit shall terminate 1 year from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

Covered

d. The right-of-way may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated November 1, 1996, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

[redacted] [redacted] [redacted]

WYW-139469 (TUP)
WYW-139467 (R/W)
Exhibit B
November 1, 1996
2800 (460)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 1, 1996. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

(over)

WYW-139467 (TUP)
WYW-139467 (R/W)
Exhibit B
11/04/96

6. Construction activity and surface disturbance will be prohibited during the period from 12/15 to 4/30 for the protection of wildlife.

Any exceptions to this requirement must have prior written approval from the authorized officer.

[redacted] [redacted] [redacted]

WYW-139467.grt
WYW-139469.tup

**IN WITNESS WHEREOF**, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Robert Hulst
(Signature of Holder)

Engineer
(Title)

11/4/96
(Date)

Leslie A. Theiss
(Signature of Authorized Officer)

Area Manager
(Title)

11/4/96
(Effective Date of Grant)

Form 3000-3
(January 1996)

**UNITED STATES**
**DEPARTMENT OF THE INTERIOR**
**BUREAU OF LAND MANAGEMENT**

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

# 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-143046

Lease Effective Date
(Anniversary Date)
10/01/97

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| Township 31 North, Range 109 West, 6th P.M.<br>Section 4: Lots 1,2; S/2NE4, SE4<br>Section 9: N/2NE4, SW4NE4, NW4SE4, SE4NE4, NE4SE4 (Excluding 4 acres in RSVR ROW WYW-020645)<br>Section 21: Lots 2,6,9, SW4NW4, NE4SE4, S2SE4; Lot 3, NW4NW4 (Excluding 3 acres in RSVR ROW WYW020645 and RSVR ROW WYW02438)<br>Section 22: SW4<br>Section 27: W2NE4, W2, SE4<br>Section 34: N2, E2SW4, SE4<br><br>Containing 2,154.80 acres, more or less<br>Sublette County, Wyoming | 100% | 100% | -0- | -0- | -0- |

265157
RECORDED Dec. 29 1997 4:10 PM
IN BOOK 106 PAGE 315
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Barker

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) WY-1150

## ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO )
) ss.
COUNTY OF DENVER )

On this 15 day of December, 1997, before me personally Louis A. Oswald, III, to me personally known, who, being by me duly sworn, did say that he is the 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 signed 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 seal this 15 day of December, 1997.

My Commission Expires: 2/11/2001

Lynn A McBride
Notary Public

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

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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 15th day of December, 1997

Name of Assignor as shown on current lease: High Plains Associates, Inc.
Please type or print

Assignor: Louis A. Oswald, III (Signature)
or
Lynn A. Chalman (Signature)
1580 Logan Street #300 (Assignor's Address)
Denver Colorado 80218
(City) (State) (Zip Code)

Executed this 17th day of December, 1997

Assignee: Ultra Resources, Inc.
or
Attorney-in-fact: (Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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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, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 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.

317

ptl. Rel. Bk 19 Rel. pg 562 3/11/99
Asn. Bk 114 O+G pg 620 4/17/00
ptl. Rel Bk 114 O+G pg 665 4/17/00
ptl. Rel. Bk 22 Rel. pg. 735 7-29-03

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING FROM ULTRA PETROLEUM CORP., ULTRA PETROLEUM (USA) INC. and ULTRA RESOURCES, INC. TO WELLS FARGO BANK (TEXAS), N.A.**

**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".

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".

DEBTOR, OR ONE OF THEM, 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 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:

**265181**

David G. Stolfa
3300 South Columbine Circle
Englewood, Colorado 80110

RECORDED Dec. 31, 1997 10:30 AM
IN BOOK 106 O+G PAGE 317
FEES $42.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

# MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of November 3, 1997, is from ULTRA PETROLEUM CORP., a British Columbia corporation ("UPC"), ULTRA PETROLEUM (USA) INC., a Colorado corporation ("Ultra USA"), Tax I.D. No. 84-1241154, and ULTRA RESOURCES, INC., a Wyoming corporation ("Ultra Resources"), Tax I.D. No. Pending, all with an address at 304 Inverness Way South, Englewood, CO 80112, to WELLS FARGO BANK (TEXAS), N.A., national banking association ("Lender" or "Mortgagee"), with an address at 633 Seventeenth Street, Denver, Colorado 80270. References herein to "Debtor" shall be deemed to refer to UPC, Ultra USA and/or Ultra Resources.

Pursuant to the terms of a Credit Agreement dated as of November 3, 1997, among Debtor and Lender, Lender is to make advances to Debtor at the request of Debtor, in the aggregate principal amount of up to $20,000,000 (the "Loan"). Said Credit Agreement, as amended, modified, restated, revised, 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 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. 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 o' 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, and grants a security interest in, the Collateral to Lender, WITH POWER OF SALE pursuant to this Instrument and applicable law; TO HAVE AND TO HOLD the Collateral to Lender and its successors and assigns forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Lender; and

B. Assigns to Lender 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 dated November 3, 1997, as amended, modified, restated, revised, supplemented or replaced from time to time (the "Note"), made by Debtor, in the face amount of $20,000,000, payable to the order of Lender on or before October 1, 1999, 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 Lender, from time to time as its prime rate, which may not be the lowest interest rate charged by Lender (the "Prime Rate"), plus one-half of one percentage point per annum, or (2) after maturity, whether by acceleration or otherwise, the Prime Rate plus four percentage points per annum;

B. All indebtedness, liabilities and obligations of Debtor, or any of them, to Lender, of every kind and character, now existing or hereafter arising, pursuant to or in connection with the Credit Agreement;

C. Payment of all sums advanced and costs and expenses incurred by Lender (whether directly or indirectly and including, without limitation, all legal and engineering fees) in connection with the items described under A or B above or any part thereof, any renewal, extension or change of or substitution for the items described under A or B above 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 or Lender;

D. Payment of all other indebtedness and liabilities and performance of all other obligations of Debtor, or any of them, to Lender arising pursuant to this Instrument or in connection with this Instrument; and

E. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through D 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 $25,000,000 at any time, which amount contemplates all futures advances and is the maximum principal amount contemplated to be secured hereby;

(2) shall have been made on or before June 30, 2002;

(3) shall completely mature prior to June 30, 2007; 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 Lender 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 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", unless there is a proportionate increase in the "Net Revenue Interest" for that Subject Well; (c) Debtor is the lawful owner of good and defensible title to the Collateral, free and clear of all liens, security interests, encumbrances and burdens, except liens, security interests and other matters permitted by the terms of the Credit Agreement; (d) the Leases are valid and subsisting and are in full force and effect insofar as they cover or relate to the Collateral; (e) to the best of Debtor's knowledge, 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 Debtor with respect to the Collateral have been properly and timely paid; (f) to the best of Debtor's knowledge, 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) each loan, the payment of which constitutes an Obligation hereunder, is or shall be for a business or commercial purpose; and (h) 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 Lender shall have otherwise consented in writing:

A. 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 Lender hereunder;

B. Debtor shall execute, acknowledge and deliver to Lender such other and further instruments and do such other acts as in the reasonable opinion of Lender 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 Lender and at Debtor's expense; and

C. If the title, interest, lien or encumbrance, as the case may be, of Debtor or Lender to the Collateral or any part thereof, or the security of this Instrument, or the rights or powers of Lender hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Debtor or the Collateral, Debtor shall promptly give written notice thereof to Lender and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings; and Lender 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 Lender in connection therewith shall be a demand obligation owing by Debtor to Lender, shall bear interest at the rate provided in the Note, and shall be a part of the Obligations.

## ARTICLE III

## Collection of Proceeds of Production

Section 3.1 Pursuant to the assignment made by Debtor in paragraph B of the granting clause of this Instrument, Lender 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 Lender 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 Lender and shall be under no obligation to see to the application by Lender of any such proceeds received by it.

Section 3.2 All of the proceeds received by Lender pursuant to Section 3.1 shall be applied by Lender 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 Lender 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 Lender is 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 Lender 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 Lender as a consequence of the assertion, either before or after the payment in full of the Obligations, that Lender received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. Lender shall have the right to employ attorneys and to defend against any Claims (and at Debtor's option, Debtor shall have the right to employ attorneys of its own and to participate in such defense), and unless furnished with reasonable indemnity, Lender shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Lender all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Lender. The liabilities of Debtor as set forth in this Section shall survive the termination of this Instrument.

Section 3.6 Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Lender of the duties and obligations of Debtor 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 Debtor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of Debtor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Lender, prior to foreclosure, of any of its rights hereunder or under applicable law.

## 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 Lender has no further obligation to make advances to Debtor, then Lender 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 Lender for preparing and reviewing such instruments of termination and the execution and delivery thereof, and Lender 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 as "Events of Default" in the Credit Agreement, including without limitation the expiration of any applicable grace periods ("Events of Default") shall, automatically (as described in the Credit Agreement), or at the option of Lender, 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, Lender 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, Lender shall have all of the rights and remedies of a mortgagee under a mortgage with respect to all of the Collateral. This Instrument shall be effective as a mortgage, 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 Lender. The provisions set forth in this Section 5.3 shall not in any way limit any other provision of this Instrument. Lender shall, to the extent permitted by applicable law (and to the extent that Debtor has the right to do so), 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 Lender 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 four percentage points per year, as fully and effectually as if Lender 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, Lender, 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, Lender 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 (and to the extent that Debtor has the right to do so), have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose Lender 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. Lender may require Debtor to assemble such personal property and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Lender 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 Lender to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following shall be considered commercially reasonable: (i) Lender may hold a public sale of the Collateral in Denver, Colorado, or in Dallas or Houston, Texas, 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 Lender 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) Lender 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, Lender 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 Lender may deem appropriate. Lender 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; provided that Lender shall give notice to Debtor of any such postponement promptly after the public announcement thereof. 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. Lender 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 Lender.

Section 5.7 Lender 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 under or in connection with the Obligations. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish, as to any and all third parties, 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 confirm all legal acts that Lender may do in carrying out the provisions of this Instrument.

Section 5.8 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 Lender may offer the Collateral as a whole or in such parcels or lots as Lender, in its sole discretion elects, regardless of the manner in which the Collateral may be described.

Section 5.9 All costs and expenses (including reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes) incurred by Lender in perfecting, protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a demand obligation of Debtor to Lender and shall bear interest at the rate provided in the Note, all of which shall be part of the Obligations.

Section 5.10 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 Lender;

B. Second, to the payment or prepayment of the Obligations, in such order as Lender 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 5.11 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Lender 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 Lender, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

Section 5.12 Each Debtor, for itself, its successors and assigns, does hereby agree that it shall be lawful for, and Debtor does hereby authorize Lender, without making a demand or putting in default (putting in default being hereby expressly waived), to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisement (appraisement being hereby expressly waived), either in its entirety or in lots or parcels, as Lender may determine, to the highest bidder for cash or on such terms as Lender may direct, each Debtor, for itself, its successors and assigns, hereby confessing judgment for the full amount of the Note in principal and interest and all other Obligations secured and to be secured hereby.

## ARTICLE VI

## Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to Lender 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 Lender, 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. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Lender.

Section 6.2 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 Lender 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.

Section 6.3 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 6.4 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.

Section 6.5 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 Lender 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 6.6 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 6.7 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 6.8 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 6.9 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Lender, 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 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 6.10 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." Debtor is the owner of a record interest in the real estate concerned. The mailing address of Debtor and the address of Lender from which information concerning the security interest may be obtained are as set forth above.

Section 6.11 Lender 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 Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Instrument and any other security now or hereafter held by Lender in such order and manner as it may in its absolute discretion determine.

EXECUTED as of the date first above written.

ATTEST:

Christine Wright
Secretary

(SEAL)

ULTRA PETROLEUM CORP.

By: Richard Gerald Albertus,
President

ATTEST:

Christine Wright
Secretary

(SEAL)

ULTRA PETROLEUM (USA) INC.

By: Richard Gerald Albertus,
President

ATTEST:

Christine Wright
Secretary

(SEAL)

ULTRA RESOURCES, INC.

By: Richard Gerald Albertus,
President

WITNESSES TO ALL SIGNATURES:

Amy Barton
Amy Barton

Donna K. Long
DONNA K. LONG

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

(Colorado, Wyoming)

The foregoing instrument was acknowledged before me this 4th day of November, 1997, by Richard Gerald Albertus, the President of ULTRA PETROLEUM CORP., a British Columbia corporation, on behalf of said corporation, by Richard Gerald Albertus, the President of ULTRA PETROLEUM (USA) INC., a Colorado corporation, on behalf of said corporation, and by Richard Gerald Albertus, the President of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana)

Be it known, that on this 4th day of the month of November, 1997, before me, the undersigned authority, personally came and appeared Richard Gerald Albertus, the President of ULTRA PETROLEUM CORP., a British Columbia corporation, Richard Gerald Albertus, the President of ULTRA PETROLEUM (USA) INC., a Colorado corporation, and Richard Gerald Albertus, the President of ULTRA RESOURCES, INC., a Wyoming corporation, to me personally known and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he is the designated officer of each of the corporations set forth opposite his name, and that the instrument was signed on behalf of each of said corporations, and he acknowledged the instrument to be the free act and deed of each of said corporations for the uses and purposes therein set forth and apparent. In witness whereof, the said appearers have signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses, on the day and date first above written.

(New Mexico, Texas)

This instrument was acknowledged before me on November 4, 1997, by Richard Gerald Albertus, the President of ULTRA PETROLEUM CORP., a British Columbia corporation, on behalf of said corporation, by Richard Gerald Albertus, the President of ULTRA PETROLEUM (USA) INC., a Colorado corporation, on behalf of said corporation, and by Richard Gerald Albertus the President of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of said corporation. Given under my hand and seal of office.

Suzanne Wright, Notary Public

My commission expires: 2/27/98

(SEAL)

**PREAMBLE TO**

**EXHIBIT "A"**

1. Well names, 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 of the 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.

4. Unless marked with a percentage symbol (%), the "Working Interests" ("WI") and "Net Revenue Interests" ("NRI") described in Exhibit "A" are expressed in decimal equivalents, e.g., 1.00 = 100 percent. "BPO" means "Before Payout"; "APO" means "After Payout."

**EXHIBIT "A"**

**SUBLETTE COUNTY, WYOMING**

1. Jonah Field. All right, title and interest in and to United States of America Oil and Gas Lease WYW-118155 and in and to the lands described below, which right, title and interest is such that Debtor owns: (a) an expense-bearing interest therein not greater than the Working Interest described below, and (b) an interest in the production therefrom not less than the Net Revenue Interest described below:

T. 29 N., R. 108 W., 6th P.M.
Section 21: All.
Section 23: All.
Section 24: All.

**STUD HORSE #13-24, STUD HORSE #15-21, STUD HORSE #15-23 WELLS:**

| | |
|---|---|
| WORKING INTEREST (BPO-Western) | 7.50000% |
| NET REVENUE INTEREST (BPO-Western) | 6.00000% |
| WORKING INTEREST (APO-50%) | 18.75000% |
| NET REVENUE INTEREST (APO-50%) | 15.00000% |
| WORKING INTEREST (APO-100%) | 63.75000% |
| NET REVENUE INTEREST (APO-100%) | 51.00000% |

**STUD HORSE #5-23, STUD HORSE #5-24, STUD HORSE #7-21, STUD HORSE #7-23, STUD HORSE #7-24, STUD HORSE #15-24 WELLS:**

| | |
|---|---|
| WORKING INTEREST (BPO-100%) | 63.75000% |
| NET REVENUE INTEREST (BPO-100%) | 17.34000% |

(note: NRI reduced by production payment owned by Halliburton; actual gross NRI is 51%)

| | |
|---|---|
| WORKING INTEREST (APO-100%) | 63.75000% |
| NET REVENUE INTEREST (APO-100%) | 51.00000% |

**STUD HORSE #13-23 WELL*:**

| | |
|---|---|
| WORKING INTEREST (BPO-Western) | 10.00000% |
| NET REVENUE INTEREST (BPO-Western) | 7.95000% |
| WORKING INTEREST (APO-50%) | 25.00000% |
| NET REVENUE INTEREST (APO-50%) | 19.87500% |
| WORKING INTEREST (APO-100%) | 63.75000% |
| NET REVENUE INTEREST (APO-100%) | 51.00000% |

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* The interest described reflects "Payout" defined in the July 19, 1996 letter agreement between Ultra Petroleum and Western Gas Resources and includes costs and revenues from 4 wells: Stud Horse #13-23, #13-24, #15-21 and #15-23. Also note that CNG will back in for 25% at Payout.

[redacted] [redacted] [redacted]

PRODUCERS 88 - PAID UP
11-57 POOLING

265182

RECORDED Dec. 31, 1997 10:55 M
IN BOOK 101a 016 PAGE 336
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

# PAID-UP
# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 1997, by and between Julian C. Clark, Executor of the Estate of Mary P. Clark, a/k/a Mary Clark, deceased, c/o Julian C. Clark of 8248 Acoma Way, Denver, CO 80221, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 110 West, 6th P.M.
Section 1: All of Lot 1(40.09), Excepting from the South Half of said Lot 1 of Section 1 a tract described as follows, to-wit:

Beginning at the Southwest corner of said Lot 1; thence N 00 degrees 04'21" E along the West boundary of Lot 1, a distance of 666.01 feet; thence S 89 degrees 56'51" E along the North boundary of the South ½ of Lot 1, a distance of 543.76 feet; thence S 34 degrees 35'33" E along the southwest boundary of a trail, a distance of 179.34 feet; thence S 55 degrees 38'40" E along said Southwest boundary of a trail 43.01 feet; thence S 00 degrees 02'11" W a distance of 491.73 feet; thence S 89 degrees 50'32" W along the South boundary of the South ½ of Lot 1, a distance of 681.62 feet to the place of beginning, and containing 10.096 acres of land, more or less.

Township 33 North - Range 109 West, 6th P.M.
Section 6: All of Lots 3(39.90) 4(34.76), SENW, Excepting from the SENW of Section 6 a tract described as follows, to-wit:

Begin at a point on the North-South center-line of said Section 6, North 00 degrees 26'38" East, a distance of 408.18 feet from the center one-quarter section corner of said Section 6; Thence proceed North 00 degrees 26'38" East a distance of 634.97 feet; Thence proceed North 89 degrees 21'20" West a distance of 686.01 feet; Thence proceed South 00 degrees 26'38" West a distance of 634.97 feet; Thence proceed South 89 degrees 21'20" East a distance of 686.01 feet to the point of beginning, and containing 10.00 acres, more or less.

Township 34 North - Range 109 West, 6th P.M.
Section 31: All of Lot 4(34.53)

and containing 169.184 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal **fifteen percent (15.00%)** part of all oil produced and saved from the leased premises.

2nd. To pay Lessor **fifteen percent (15.00%)** of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of **fifteen percent (15.00%)**, 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 royalty of **fifteen percent (15.00%)** of the proceeds, at the mouth of the well, payable monthly the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as

rlsd. bk. 139 pg. 398 1/8/09

336

royalty Three Dollars ($3.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 600 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 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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.

SEE PARAGRAPH 16 ON Exhibit "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Estate of Mary P. Clark, a/k/a Mary Clark, deceased

by: Julian C. Clark
Julian C. Clark - Executor

Tax I.D. No. 84-6297852

ACKNOWLEDGMENT

STATE OF Colorado )
)
COUNTY OF Jefferson )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of December, 1997, personally appeared Julian C. Clark, Executor of the Estate of Mary P. Clark, a/k/a Mary Clark, deceased 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 an affixed my notarial seal the day and year last above written.

JOSEPH V. THE NOTARY PUBLIC STATE OF CO

Notary Public

My Commission Expires: July 31, 1998

WY828.JC.OGL

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil & Gas Lease made and entered into by and between Julian C. Clark as Executor of the Estate of Mary P. Clark, a/k/a Mary Clark, deceased, as Lessor and WLR, Inc., as Lessee and dated November 8, 1997.

ADDITIONAL PROVISIONS

16. Notwithstanding anything herein contained to the contrary, it is herenow agreed:

(a) Lessee agrees to pay in advance, surface damages for all of its operations hereunder, in the amount of $2,000.00 for each well location which shall include pad, pit and one tank battery and an additional $2,000.00 for each tank battery which is not placed on a well location and for all new roadways constructed with consent of Lessor, damages shall be calculated at a rate of not less than $3.00 a rod.

(b) Lessee further agrees that neither Lessee nor Lessee's employees, contractors, suppliers and agents shall bring any firearms on the leased premises, that in absence of agreement of Lessor to the contrary; all flowlines and pipelines placed by him on the leased premises shall follow, where practical, roads used by Lessee hereon; and that at such times as he is not conducting operations on the leased premises, or is not transporting oil or other liquid hydrocarbons therefrom, Lessee will keep all entry gates to the leased premises closed and locked; and that in the event of commercial production of oil and/or gas from the leased premises, that all cattleguards entering the premises shall be locked and chained.

(c) Lessee further agrees to consult with Lessor regarding location of all roads used by him, understanding that Lessor will be reasonable and practicable as to the location of any and all roads used by Lessee, that all cattleguards, fence corners and fence braces installed by Lessee will be in accordance with standard industry practices, and that all roads used by Lessee will be maintained in a good condition. Lessee shall not use water from the leased premises without first obtaining Lessor's written consent. With regard to installation of cattleguards on the leased premises, Lessee agrees that all cattleguards so installed shall be constructed as to prevent livestock from crossing said cattleguard and shall be so constructed so that there is a lockable gate. Lessee further agrees that upon cessation of production, abandonment of the lease, release or termination of the lease, whichever occurs first, that all cattleguards installed by Lessee shall be turned over to the Lessor so that the Lessor shall have full rights and title thereto. It is further agreed that all roads used by Lessee shall be and remain private roads for all purposes.

(d) Lessee shall fence out all producing well sites, drilling sites and slush pits or other pits which the Lessee may create, or cause to be located on such land, so that fluids there or damaging substances thereof shall be wholly unavailable to livestock being grazed upon the above described lands or any part thereof.

(e) Each drill site shall be cleaned and leveled by the Lessee as soon as reasonably possible after the completion of each well and in such a manner that the land will be returned to its former condition as nearly as possible under the circumstances. Lessee further agrees that residue of cuttings from the drilling of wells shall be buried and slush pits filled and closed with good top soil within 120 days of completion.

(f) No salt water produced from wells drilled under this lease shall be disposed of on the leased premises or on lands owned by Lessor without Lessor's consent.

(g) This lease covers oil, gas and all associated hydrocarbons produced from the well bore with oil and/or gas only and all references to other minerals are hereby deleted. It is hereby understood and agreed that Lessor shall receive fifteen percent (15.00%) royalty for sulphur or other components extracted from the well bore and produced by Lessee.

(h) Payment of shut-in gas royalty as provided for in Paragraph 4 hereinabove shall maintain this lease in force and effect for a period of not more than three (3) years beyond the above stated primary term of three (3) years.

(i) It is further understood and agreed that Lessee, his successors and assigns in any and all operations, working and actions taken hereunder will conduct such operations, working and actions in such a manner as to prevent soil erosion and soil loss.

(j) Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee shall have a reasonable time, but not to exceed 180 days after expiration of the primary term or cessation of production or any other fee determinable event, in which to remove all property and fixtures placed by Lessee on said land except as provided for hereinabove.

(k) Lessee, its successors or assigns, warrant and agree that all pits used in connection with its operations hereunder shall be lined with plastic to prevent contamination of any and all waters in, or and under said lands.

(l) When this lease is abandoned by Lessee, Lessee, its successors and assigns, jointly and severally, agree to plug all wells drilled on said premises in accordance with the rules and regulations promulgated by the Wyoming Oil and Gas Conservation Commission.

[redacted] [redacted] [redacted]

(m) The terms of this lease may not be amended by any division order and the signing of a division order by any mineral owner may be made a prerequisite to payment of royalty hereunder.

(n) Lessor warrants and agrees to defend title to the leased premises unto said Lessee, its successors and assigns against every person whomsoever lawfully claiming or in claim the same or any part thereof by, through or under them, but not otherwise.

(o) Nothing anything herein contained to the contrary, it is hereby agreed that Lessee shall not be entitled to use of water, potable or nonpotable for any operations hereunder without the express written consent of the Lessor.

(p) Lessee agrees, at Lessee's expense, to update the Lessor's abstract on or before the expiration of the primary term, one time and upon the written request of Lessor, as to this lease and only as to the expense attributed to the documents filed against Lessor's title by Lessee, its successors and assigns.

(q) It is understood that if necessary Lessee shall have the right of ingress and egress across other land owned by Lessor in order to access the leased premises.

IN WITNESS WHEREOF, we sign the day and year first above written.

Estate of Mary P. Clark, deceased

Julian C Clark

by: Julian C. Clark, Executor

341

# RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated October 3, 1994, from Paul C. Hagenstein and Bette Ann Hagenstein, husband and wife, and as tenants in common, as Lessors, to Dual Resources, Inc., as Lessee, recorded in Book 100 at Page 576 of the Records of Sublette County, Wyoming, is owned by Ultra Petroleum Corp. insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 109 West, of the 6th P.M.
Section 14: W/2SE/4, E/2SW/4
Section 22: NE/4
Section 23: N/2, and that part of the E/2SE/4 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" x 6" 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/2SE/4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E/2SE/4; thence south 89°59' East, 1318.7 feet along the north line of the said E/2SE/4 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 RLS 164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we, Paul C. Hagenstein and Bette A. Hagenstein, as Trustees of The Hagenstein Family Trust dated November 7, 1994, 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 Ultra Petroleum Corp. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

| CREDIT TO | ADDRESS | AMOUNT |
|---|---|---|
| PAUL C. HAGENSTEIN AND BETTE A. HAGENSTEIN, AS TRUSTEES OF THE HAGENSTEIN FAMILY TRUST DATED NOVEMBER 7, 1994 IN THE: ROCK SPRINGS NATIONAL BANK ROCK SPRINGS, WYOMING 83901 ACCOUNT #2-0894-7 | P. O. BOX E PINEDALE, WY 82914 | $873.81 |

265184

1225P
RECORDED Dec 31 1997 M
IN BOOK 106 of 6 PAGE 341
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

and that payment or tender, of the amount above set forth opposite our names, directly or to our credit in the depository bank at the times and in the manner specified in said lease will, as to ours interest in the said land, extend said lease and continue the same in full force and effect according to its terms. 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 31st day of December, 1997.

Paul C Hagenstein
PAUL C. HAGENSTEIN, AS TRUSTEE OF THE HAGENSTEIN FAMILY TRUST DTD 11/7/94

Bette Ann Hagenstein
BETTE A HAGENSTEIN, AS TRUSTEE OF THE OF THE HAGENSTEIN FAMILY TRUST DTD 11/7/94

STATE OF WYOMING )
) SS.
COUNTY OF SUBLETTE)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 31st day of December, 1997 personally appeared Paul C. Hagenstein and Bette A. Hagenstein, as Trustees of The Hagenstein Family Trust dated November 7, 1994, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Aug. 4, 2001

Notary Public

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

STATE OF WYOMING )
)
COUNTY OF SUBLETTE )

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, JUDITH L. JUDSON, 57 Marine Street, Bronx, New York 10464-1623, LINDA S. JUDSON, P.O. Box 11623, Atlanta, Georgia 30355 AND DONALD H. JUDSON, P.O. Box 10010, Midland, Texas 79702-7010, hereinafter referred to as Assignors, do 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, JUDITH L. JUDSON, LINDA S. JUDSON AND DONALD H. JUDSON hereby assign, convey, and quit claim unto JUDSON PROPERTIES, LTD., any and all additional overriding royalty interests, owned by Assignors 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" or quit claimed hereunder.

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 2nd day of December, 1997, but effective for all purposes as of the 31st day of December, 1996, at 7:00 AM CST.

265220

RECORDED January 5, 1997 3:00 PM
IN BOOK 1010 PAGE 342
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Judith L Judson
JUDITH L. JUDSON

Linda S Judson
LINDA S. JUDSON

Donald H Judson
DONALD 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 JUDITH L. JUDSON, LINDA S. JUDSON AND DONALD H. JUDSON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of December, 1997.

CAROLYN HARTZOGE
MY COMMISSION EXPIRES
May 18, 1999

Carolyn Hartzoge
Notary Public
State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS FROM JUDITH L. JUDSON, LINDA S. JUDSON AND DONALD H. JUDSON TO JUDSON PROPERTIES, LTD., DATED EFFECTIVE DECEMBER 31, 1996, COVERING LANDS LOCATED IN SUBLETTE COUNTY, WYOMING.

| MWJ# | Lease Name | Lessor | Lessee | Date | Recorded | Description |
|---|---|---|---|---|---|---|
| 05733 | Federal 2-24 | USA | Karen V. Martin | 07/01/77 | USA W-59393 | T-27-N, R-112-W, 6th P.M., Section 24: NE/4 NW/4 |

NOTE: This assignment is made subject to any Communitization Agreements affecting the above lands.

343

[redacted] [redacted] [redacted]

# ASSIGNMENT AND BILL OF SALE

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

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned National Energy Group, Inc., a Delaware Corporation, whose address is 1400 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206 ("Assignor") does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto, Kaiser-Francis Oil Company, whose address is P O Box 21468, Tulsa, Oklahoma 74121-1468 ("Assignee"), subject to the terms and provisions set forth herein, all of the Assignor's right, title and interest in, to and under, or derived from the oil and gas leases, oil, gas and mineral leases and other interests therein (the "Leases") specifically described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes, and if specified on Exhibit "A", insofar and only insofar as said Leases apply to the lands, depths, formations, wellbore rights and/or other rights specified on said Exhibit "A"; together with identical interests in and to all property and rights incident thereto, including without limitation, all materials, equipment, personal property and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto; all of the foregoing properties, rights and interests being hereinafter sometimes called the Subject Interests.

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT REPRESENTATIONS, COVENANTS OR WARRANTIES AS TO TITLE OR QUANTUM INTEREST CONVEYED, EITHER EXPRESS OR IMPLIED, ASSIGNEE HAVING MADE ITS OWN INDEPENDENT EXAMINATION AND FOUND SAME TO BE SATISFACTORY; HOWEVER, ASSIGNOR DOES WARRANT AND AGREES TO DEFEND TITLE AGAINST ANY PERSON CLAIMING BY, THROUGH AND UNDER ASSIGNOR. FURTHERMORE, THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE PROPERTY AND PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR

KAISER-FRANCIS OIL CO.
ATTN: BRUCE KENNEY
P. O. BOX 21468
TULSA, OKLAHOMA 74121-1468

265225

RECORDED Dec. 16 1998 M 10:25A
IN BOOK 106 OR6 PAGE 344
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Jacobson

344

IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE SUBJECT INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), VERNON'S TEXAS CODE ANNOTATED BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES ACT"). ASSIGNOR SHALL DEFEND, INDEMNIFY, AND HOLD ASSIGNEE AND ITS AFFILIATES HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND JUDGMENTS WHATSOEVER (AND ALL COSTS AND FEES IN CONNECTION WITH THE SAME) ARISING IN FAVOR OF ANY PARTY (INCLUDING ASSIGNOR AND ITS EMPLOYEES, AND ITS AFFILIATES AND ANY OTHER PARTY) FOR OR ON ACCOUNT OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR FOR ANY OTHER REASON, INCIDENT TO OR ARISING DIRECTLY OR INDIRECTLY FROM OPERATIONS PRIOR TO EFFECTIVE DATE HEREIN. ASSIGNEE SHALL DEFEND, INDEMNIFY, AND HOLD ASSIGNOR AND ITS AFFILIATES HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND JUDGMENTS WHATSOEVER (AND ALL COSTS AND FEES IN CONNECTION WITH THE SAME) ARISING IN FAVOR OF ANY PARTY (INCLUDING ASSIGNEE AND ITS EMPLOYEES, AND ITS AFFILIATES AND ANY OTHER PARTY) FOR OR ON ACCOUNT OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR FOR ANY OTHER REASON, INCIDENT TO OR ARISING DIRECTLY OR INDIRECTLY FROM OPERATIONS AFTER EFFECTIVE DATE HEREIN.

2. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary to more fully assure Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3. By its acceptance of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express or implied covenants, obligations and reservations contained in the Leases, and the interests assigned

[redacted] [redacted] [redacted]

herein are subject to and shall bear their proportionate share of all existing burdens on the Leases.

4. The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 18th day of December, 1997, but effective September 1, 1997.

**ASSIGNOR:**
**ATTEST:**

Joyce Fielder, Assistant Secretary

**NATIONAL ENERGY GROUP, INC.**

Gene W Anderson
Vice President of Land

**ASSIGNEE:**
**ATTEST:**

**KAISER-FRANCIS OIL COMPANY**

James A. Willis
Executive Vice-President

## ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this 18th day of December, 1997, before me appeared Gene W. Anderson to me personally known, who, being duly sworn, did say that he is the Vice President of Land of National Energy Group, Inc., a Delaware corporation, and that this instrument was signed on behalf of said corporation by authority of its Board of Directors and said Gene W. Anderson acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office on the day, month and year first above written.

My Commission Expires:

Deborah R. Carpenter
Notary Public, State of Texas

DEBORAH R. CARPENTER
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-22-2000

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

On this 18th day of December, 1997, before me appeared James A. Willis to me personally known, who, being duly sworn, did say that he is the Executive Vice-President of Kaiser Frances Oil Company, and that this instrument was signed on behalf of said corporation by authority of its Board of Directors and said Kaiser-Francis Oil Company acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office on the day, month and year first above written.

My Commission Expires:
November 20, 1999

Lisa Smith
Notary Public, State of Oklahoma

Notary Public Oklahoma
OFFICIAL SEAL
LISA SMITH
Tulsa County
Comm. Exp. 11-20-99

## INDEX TO EXHIBIT "A"


| Property | Page No. |
|---|---|
| **New Mexico** | |
| Eddy County | 1 - 25 |
| **Wyoming** | |
| Lincoln County | 26 |
| Park | 27, 28 |
| Sublette | 29 |
| Sweetwater | 30 |
| Washakie | 31 |
| **Colorado** | |
| Logan | 32 |
| Washington | 33, 34 |
| Weld | 35 |
| **Nebraska** | |
| Kimball | 36 - 38 |
| **Kansas** | |
| Rooks | 39, 40 |
| **Texas** | |
| Burleson | 41 - 44 |
| Fayette | 45 - 50 |
| Freestone | 51 - 55 |
| Hansford | 56 |
| Jasper | 57 - 59 |
| Lee | 60 - 68 |


INDEX

All pages not pertaining to the appropriate county have been omitted.

EXHIBIT "A"

STATE: Wyoming

COUNTY: Sublette

PROPERTY*: Middle Piney #3-3

| LESSOR | LESSEE | LEASE DATE | RECORDED BOOK/PAGE | DESCRIPTION |
|---|---|---|---|---|
| USA W-01763 | Luna C. Wootton | 9/1/5 | | Township 29 North, Range 113 West, SWNW Sec. 2; NESE Sec. 3 |

349

*The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

PRODUCERS 88 - PAID UP
11-57 POOLING

# PAID-UP
# OIL AND GAS LEASE

**AGREEMENT**, Made and entered into the 8th day of November, 1997, by and between Nancy J. Merritt, formerly known as Nancy Palubiak, and Harold L. Merritt, wife and husband, P.O. box 927, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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, 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 WY, described as follows, to-wit:

Township 33 North - Range 110 West, 6th P.M.
Section 1: A tract of land in the S/2 of Lot 1 being described as TRACT A, Merritt Lot Division being a portion of the lands described in that certain Corrective Warranty Deed dated June 9, 1981, recorded August 7, 1981 in Book 22 Deeds at Page 614, Sublette County, WY

and containing 5.091 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of **three (3)** years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal **fifteen percent (15.00%)** part of all oil produced and saved from the leased premises.

2nd. To pay Lessor **fifteen percent (15.00%)** of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of **fifteen percent (15.00%)**, 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 **fifteen percent (15.00%)** of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty Three Dollars ($3.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 600 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 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.

265237

RECORDED January 6 1998 3:00 PM
IN BOOK 156 PAGE 350
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patti Scanlon

FILE COPY PHILLIPS

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 or 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it where included in and were production, drilling or reworking operations 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 of 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.

**SEE PARAGRAPH 16 ON Exhibit "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ADDITIONAL PROVISIONS**

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Nancy J. Merritt f/k/a Nancy Palubiak

Nancy J. Merritt, f/k/a Nancy Palubiak

Social Security No.: 520-46-7956

Harold L. Merritt

SS.# 520-46-7901

[redacted] [redacted] [redacted]

**ACKNOWLEDGMENT**

STATE OF Wyoming )
)
COUNTY OF Sublette )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of December, 1997 personally appeared before me **Nancy J. Marritt, formerly known as Nancy Palubiak, and Harold L. Marritt, wife and husband** to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that **they** duly executed the **same as their** free and voluntary act and deed for the uses and purposes therein set forth.

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

Jauna M. McGinnis
Notary Public

My Commission Expires: July 11, 2000

WY813.NJM.OGL

JAUNA M. McGINNIS - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 7-11-2000

**EXHIBIT "A"**

This Exhibit "A" is attached to and made a part of that certain Oil & Gas Lease made and entered into by and between Nancy J. Merritt, formerly known as Nancy Palubiak, and Harold L. Merritt, wife and husband, as Lessor and WLR, Inc., as Lessee and dated November 8, 1997.

**ADDITIONAL PROVISIONS**

16. Notwithstanding anything herein contained to the contrary, it is herenow agreed:

(a) Lessee agrees to pay in advance, surface damages in the amount of $2,000.00 for each well location which shall include pad, pit and one tank battery and an additional $2,000.00 for each tank battery which is not placed on a well location and for all new roadways constructed with consent of Lessor, damages shall be calculated at a rate of not less than $3.00 a rod.

(b) Lessee further agrees that neither Lessee nor Lessee's employees, contractors, suppliers and agents shall bring any firearms on the leased premises, that in absence of agreement of Lessor to the contrary; all flowlines and pipelines placed by him on the leased premises shall follow, where practical, roads used by Lessee hereon; and that at such times as he is not conducting operations on the leased premises, or is not transporting oil or other liquid hydrocarbons therefrom, Lessee will keep all entry gates to the leased premises closed and locked; and that in the event of commercial production of oil and/or gas from the leased premises, that all cattleguards entering the premises shall be locked and chained.

(c) Lessee further agrees to consult with Lessor regarding location of all roads used by him, understanding that Lessor will be reasonable and practicable as to the location of any and all roads used by Lessee, that all cattleguards, fence corners and fence braces installed by Lessee will be in accordance with standard industry practices, and that all roads used by Lessee will be maintained in a good condition. Lessee shall not use water from the leased premises without first obtaining Lessor's written consent. With regard to installation of cattleguards on the leased premises, Lessee agrees that all cattleguards so installed shall be constructed as to prevent livestock from crossing said cattleguard and shall be so constructed so that there is a lockable gate. Lessee further agrees that upon cessation of production, abandonment of the lease, release or termination of the lease, whichever occurs first, that all cattleguards installed by Lessee shall be turned over to the Lessor so that the Lessor shall have full rights and title thereto. It is further agreed that all roads used by Lessee shall be and remain private roads for all purposes.

(d) Lessee shall fence out all producing well sites, drilling sites and slush pits or other pits which the Lessee may create, or cause to be located on such land, so that fluids there or damaging substances thereof shall be wholly unavailable to livestock being grazed upon the above described lands or any part thereof.

(e) Each drill site shall be cleaned and leveled by the Lessee as soon as reasonably possible after the completion of each well and in such a manner that the land will be returned to its former condition as nearly as possible under the circumstances. Lessee further agrees that residue of cuttings from the drilling of wells shall be buried and slush pits filled and closed with good top soil within 120 days of completion.

(f) No salt water produced from wells drilled under this lease shall be disposed of on the leased premises or on lands owned by Lessor without Lessor's consent.

(g) This lease covers oil, gas and all associated hydrocarbons produced from the well bore with oil and/or gas only and all references to other minerals are hereby deleted. It is hereby understood and agreed that Lessor shall receive fifteen percent (15.00%) royalty for sulphur or other components extracted from the well bore and produced by Lessee.

(h) Payment of shut-in gas royalty as provided for in Paragraph 4 hereinabove shall maintain this lease in force and effect for a period of not more than three (3) years beyond the above stated primary term of three (3) years.

(i) It is further understood and agreed that Lessee, his successors and assigns in any and all operations, working and actions taken hereunder will conduct such operations, working and actions in such a manner as to prevent soil erosion and soil loss.

(j) Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee shall have a reasonable time, but not to exceed 180 days after expiration of the primary term or cessation of production or any other fee determinable event, in which to remove all property and fixtures placed by Lessee on said land except as provided for hereinabove.

(k) Lessee, its successors or assigns, warrant and agree that all pits used in connection with its operations hereunder shall be lined with plastic to prevent contamination of any and all waters in, or and under said lands.

(l) When this lease is abandoned by Lessee, Lessee, its successors and assigns, jointly and severally, agree to plug all wells drilled on said premises in accordance with the rules and regulations promulgated by the Wyoming Oil and Gas Conservation Commission.

(m) The terms of this lease may not be amended by any division order and the signing of a division order by any mineral owner may be made a prerequisite to payment of royalty hereunder.

(n) Lessor warrants and agrees to defend title to the leased premises unto said Lessee, its successors and assigns against every person whomsoever lawfully claiming or in claim the same or any part thereof by, through or under them, but not otherwise.

(o) Nothing anything herein contained to the contrary, it is hereby agreed that Lessee shall not be entitled to use of water, potable or nonpotable for any operations hereunder without the express written consent of the Lessor.

(p) Lessee agrees, at Lessee's expense, to update the Lessor's abstract on or before the expiration of the primary term, one time and upon the written request of Lessor, as to this lease and only as to the expense attributed to the documents filed against Lessor's title by Lessee, its successors and assigns.

(q) It is understood that if necessary Lessee shall have the right of ingress and egress across other land owned by Lessor in order to access the leased premises.

IN WITNESS WHEREOF, we sign the day and year first above written.

Nancy J. Merritt f/k/a Nancy Palubiak

Nancy J. Merritt, f/k/a Nancy Palubiak

Harold L. Merritt

Harold L. Merritt

PRODUCERS 88 - PAID UP
11-57 POOLING
Comp. Form

PAID-UP

# OIL AND GAS LEASE

AGREEMENT, made and entered into the 1st Day of December 1997, by and between, Iris Sommer, a widow ~~, joined by her son Neil Sommer and her daughter Janet Goncrhoinc, pro forma~~; P. O. Box 575, Pine dale, WY 82941, hereinafter called Lessor (whether one or more) and WLR, Inc., P.O. Box 4096, Casper, WY 82604, 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 said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 34 North, Range 109 West, 6th P.M.
Section 32: A tract containing approximately 4.00 acres described as follows: Beginning at the point for the intersection of the east right-of-way line of the Ehman Lane County Road No. 23-144 and the north line of said section 32, S.89° 51' E. 70.6 feet from the North one-quarter corner of said Section 32; Thence S. 01° 04' East, the base bearing for this survey, 256.8 feet along the said right of way line to a point; Thence S. 89° 51' E. 769.95 feet to a point; Thence N.36° 04' W. 318.15 feet to a point on the north line of said section 32; Thence N. 89° 51' W. 587.4 feet along the said north line to the point of beginning.

containing 4.00 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the 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 producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties ( including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest ( by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

WY 824.IS.OGL.wpd

265262

RECORDED January 8 1998 1:45 PM
IN BOOK 106 Of 6 PAGE 355
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

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 judgement 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Iris Sommer
Iris Sommer

SSN 529-16-9743

X ~~Neil Sommer~~

X ~~Janet Sonnenholm~~

## ACKNOWLEDGMENT

STATE OF Wyoming

COUNTY OF Sublette

JANUARY ~~December~~, 1998 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of personally appeared **Iris Sommer, a widow ~~and Neil Sommer and Janet Sonnenholm~~**, to me known to be the identical persons, described in and who executed the within and foregoing instrument and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 12, 2001

Notary Public

MICHAEL T. DEVER
Notary Public
Natrona County, Wyoming

357

265273

RECORDED Jan. 9, 1998 M 10:30a
IN BOOK 106 OF 6 PAGE 357
FEES $ 26.00 CLERK OF COURT
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 1st day of January, 1997, by and between **McMURRY OIL COMPANY**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602 (hereinafter sometimes referred to as "Assignor"), and **W.N. McMURRY** ("McMurry"), with an address of P.O. Box 220, Casper, Wyoming 82602, and **JOHN W. MARTIN** ("Martin"), with an address of 1811 Miracle Drive, Casper, Wyoming 82602 (hereinafter referred to collectively as "Assignees").

## WITNESSETH:

WHEREAS, Assignor is the owner of an undivided 12.375% operating rights interest in each of the oil and gas leases (the "Leases") covering lands located in Sublette County, Wyoming, and being described on Exhibit "A", insofar only as said leases cover the lands described on said Exhibit "A" (the "Lands"), which exhibit is hereby incorporated herein; and

WHEREAS, Assignor desires to convey to Assignees as tenants in common certain overriding royalty interests in the Leases, insofar only as they cover the Lands, with the intent of reducing the net revenue interest attributable to Assignor's 12.375% operating rights interest in each of the Leases to 80% of 12.375%.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the overriding royalty interests described on Exhibit "A" attached hereto, in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the corresponding lease as shown on said Exhibit insofar only as each lease described on Exhibit "A" covers the Lands.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the corresponding oil and gas leases described on Exhibit "A" and to the following:

1. Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interests herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

2. 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 shares of the costs and charges for compression, gathering, transportation and marketing.

3. The overriding royalty interests conveyed herein shall be held subject to that certain Unit Agreement for the Development and Operation of the New Fork Unit Area dated November 25, 1980 and the Unit Operating Agreement for the New Fork Unit also dated November 25, 1980, naming El Paso Natural Gas Company as the original Unit Operator; and to the terms of the Joint Operating Agreement attached as Exhibit "C" of that certain Farmout Agreement dated July 16, 1996, as amended by Letter Agreement dated July 26, 1996, between McMurry Oil Company and Meridian Oil Inc.

4. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, Department of the Interior, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

5. With respect to each of the leases described on Exhibit "A" to the extent that the leasehold estate therein covers less than the entire fee mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto each of the Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

CORPORATE SEAL

**McMURRY OIL COMPANY**

By: _____
John W. Martin, President

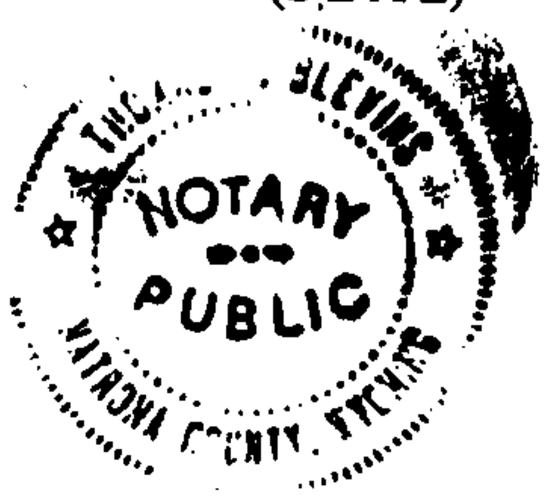
STATE OF Wyoming )
) ss.
COUNTY OF Natrona )

The foregoing instrument was acknowledged before me this 11 day of December, 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:

6 April 1999
(SEAL)




Notary Public
Address: 1406 Cody Ave.
Casper WY 82604

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\ASSIGN\MOC-WMJM.731

[redacted] [redacted] [redacted]

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company and W.N. McMurry and John W. Martin.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYE-026025 | Griselda M. Bennett | 04/01/50 | Township 31 North, Range 109 West, 6th P.M.<br>Section 14: SW/4, S/2 NW/4<br>Section 23: E/2<br>Section 24: W/2 SW/4 | 640.00 | — — |

Overriding royalty interest in Lease WYE-026025 conveyed by McMurry Oil Company as to the above lands:
To John W. Martin - ½ of 12.375% of 4.5% or 0.2784375% of 8/8ths
To W.N. McMurry - ½ of 12.375% of 4.5% or 0.2784375% of 8/8ths

| | | | | | |
|---|---|---|---|---|---|
| WYE-026026 | Elizabeth Rawson | 04/01/50 | Township 31 North, Range 109 West, 6th P.M.<br>Section 11: Lot 1 (28.93 acres)<br>Section 12: Lot 9 (22.02) acres<br>together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12 | 75.65 | — — |

Overriding royalty interest in Lease WYE-026026 conveyed by McMurry Oil Company as to the above lands:
To John W. Martin - ½ of 12.375% of 2.5% or 0.1546875% of 8/8ths
To W.N. McMurry - ½ of 12.375% of 2.5% or 0.1546875% of 8/8ths

| | | | | | |
|---|---|---|---|---|---|
| WYW-06269 | Donald B. Anderson | 06/01/51 | Township 31 North, Range 109 West, 6th P.M.<br>Section 13: All<br>Section 14: E/2<br>Section 24: N/2, SE/4, E/2 SW/4<br>Section 25: All | 2,160.00 | — — |

Overriding royalty interest in Lease WYW-06269 conveyed by McMurry Oil Company as to the above lands:
To John W. Martin - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths
To W.N. McMurry - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths

| | | | | | |
|---|---|---|---|---|---|
| WYW-06270 | Donald B. Anderson | 06/01/51 | Township 31 North, Range 109 West, 6th P.M.<br>Section 2: Lot 3 (39.26 acres),<br>Lot 4 (39.46) acres,<br>S/2 NW/4, S/2<br>Section 3: Lot 1 (39.37 acres),<br>Lot 2 (39.42 acres),<br>Lot 3 (39.48 acres),<br>Lot 4 (39.53 acres),<br>S/2 N/2, S/2<br>Section 10: NE/4, NW/4 SE/4<br>Section 11: N/2 NW/4<br>Section 12: Lot 8 (41.42 acres),<br>Lot 10 (36.86 acres),<br>SE/4 SW/4 | 1,514.60 | — — |

Overriding royalty interest in Lease WYW-06270 conveyed by McMurry Oil Company as to the above lands:
To John W. Martin - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths
To W.N. McMurry - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths

## EXHIBIT "A"

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company and W.N. McMurry and John W. Martin.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYW-06283 | Floyd H. Schroeder | 06/01/51 | Township 31 North, Range 108 West, 6th P.M.<br>Section 19: Lots 3, 4, E/2 SW/4<br>Section 30: Lots 1, 2, 3, 4, E/2 W/2<br>Section 31: Lots 1, 2, 3, 4, E/2 W/2 | 614.32 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06283 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths | | | | |
| WYW-06286 | Donald B. Anderson | 06/01/51 | Township 32 North, Range 109 West, 6th P.M.<br>Section 27: S/2<br>Section 28: SE/4<br>Section 33: E/2<br>Section 34: All<br>Section 35: SW/4 | 1,600.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06286 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 5.5% or 0.3403125% of 8/8ths | | | | |
| WYW-06933 | S.J. Jelso | 07/01/51 | Township 30 North, Range 108 West, 6th P.M.<br>Section 5: Lots 1, 2, 3, 4, S/2 N/2, S/2<br>Section 8: N/2<br>Township 31 North, Range 108 West, 6th P.M.<br>Section 30: E/2<br>Section 32: W/2 | 1,590.20 | 11 231 |
| | Overriding royalty interest in Lease WYW-06933 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths | | | | |
| WYW-06934 | R.A. Trombley | 07/01/51 | Township 31 North, Range 108 West, 6th P.M.<br>Section 29: W/2<br>Section 31: E/2<br>Township 30 North, Range 108 West, 6th P.M.<br>Section 6: Lots 1, 2, S/2 NE/4 | 797.84 | 11 238 |
| | Overriding royalty interest in Lease WYW-06934 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths | | | | |
| WYW-015314 | Edwin L. Guenzel | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 9: S/2<br>Section 10: S/2<br>Section 14: SW/4<br>Section 15: All | 1,440.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-015314 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 2.5% or 0.1546875% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 2.5% or 0.1546875% of 8/8ths | | | | |

[redacted] [redacted] [redacted]

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company and W.N. McMurry and John W. Martin.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYW-015316 | Fred M. Manning, Jr. | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 4: Lot 3 (35.88 acres), Lot 4 (36.36 acres), S/2 NW/4, S/2<br>Section 9: N/2<br>Section 10: NW/4<br>Township 31 North, Range 108 West, 6th P.M.<br>Section 29: SE/4<br>Section 32: E/2<br>Section 33: SW/4 | 1,592.24 | 11 247 |
| | Overriding royalty interest in Lease WYW-015316 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 4.5% or 0.2784375% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 4.5% or 0.2784375% of 8/8ths | | | | |
| WYW-016161 | Phil D. Helmig | 07/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 14: NE/4 NW/4, S/2 NW/4 | 120.00 | — — |
| | Overriding royalty interest in Lease WYW-016161 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 6.5% or 0.4021875% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 6.5% or 0.4021875% of 8/8ths | | | | |
| WYW-016162 | Phil D. Helmig | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 11: SW/4 | 160.00 | — — |
| | Overriding royalty interest in Lease WYW-016162 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 6.5% or 0.4021875% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 6.5% or 0.4021875% of 8/8ths | | | | |
| WYW-018039 | Morris Kline | 10/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 14: NW/4 NW/4 | 40.00 | — — |
| | Overriding royalty interest in Lease WYW-018039 conveyed by McMurry Oil Company as to the above lands:<br>To John W. Martin - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths<br>To W.N. McMurry - ½ of 12.375% of 3.5% or 0.2165625% of 8/8ths | | | | |

363

265274

RECORDED Jan. 9 1998 10:30 A M
IN BOOK 106 OF 6 PAGE 363
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 1st day of January, 1997, by and between **NERD ENTERPRISES, INC.**, a Wyoming corporation, with an address of P.O. Box 949, Casper, Wyoming 82602 (hereinafter sometimes referred to as "Assignor"), and **NEIL A. McMURRY** ("McMurry"), with an address of 991 Stafford, Casper, Wyoming 82609, (hereinafter referred to as "Assignee").

## WITNESSETH:

WHEREAS, Assignor is the owner of an undivided 6.1875% operating rights interest in each of the oil and gas leases (the "Leases") covering lands located in Sublette County, Wyoming, and being described on Exhibit "A", insofar only as said leases cover the lands described on said Exhibit "A" (the "Lands"), which exhibit is hereby incorporated herein; and

WHEREAS, Assignor desires to convey to Assignee an overriding royalty interest sufficient to reduce the net revenue interest attributable to Assignor's operating rights interest in each of the Leases to 80% of 6.1875%.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignee the overriding royalty interest indicated on Exhibit "A" attached hereto, in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the corresponding lease as shown on said Exhibit insofar only as each lease described on Exhibit "A" covers the Lands.

TO HAVE AND TO HOLD each of the overriding royalty interests herein assigned and conveyed unto Assignee, his heirs, personal representatives, successors and assigns, forever, subject to the terms of the corresponding oil and gas lease described on Exhibit "A" and to the following:

1. Assignee shall bear and pay his proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interests herein conveyed unto Assignee, including without limitation, all production, severance, excise or other taxes;

2. 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, transportation and marketing.

3. The overriding royalty interests conveyed herein shall be held subject to that certain Unit Agreement for the Development and Operation of the New Fork Unit Area dated November 25, 1980 and the Unit Operating Agreement for the New Fork Unit also dated November 25, 1980, naming El Paso Natural Gas Company as the original Unit Operator; and to the terms of the Joint Operating Agreement attached as Exhibit "C" of that certain Farmout Agreement dated July 16, 1996, as amended by Letter Agreement dated July 26, 1996, between McMurry Oil Company and Meridian Oil Inc.

4. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, Department of the Interior, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

5. With respect to each of the leases described on Exhibit "A" to the extent that the leasehold estate therein covers less than the entire fee mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

**NERD ENTERPRISES, INC.**

By: Lil A. McMurry
N.A. McMurry, President

STATE OF Wyoming )
) ss.
COUNTY OF Natrona )

The foregoing instrument was acknowledged before me this 11 day of December, 1997, by N.A. McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
6 Aug 1999
(SEAL)

Thomas L Glenn
Notary Public
Address: 1406 Cody Ave.
Casper, WY 82604

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\NERD\ASSIGN\NERD-NAM.731



364

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc. and Neil A. McMurry.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYE-026025 | Griselda M. Bennett | 04/01/50 | Township 31 North, Range 109 West, 6th P.M.<br>Section 14: SW/4, S/2 NW/4<br>Section 23: E/2<br>Section 24: W/2 SW/4 | 640.00 | ___ ___ |
| | Overriding royalty interest in Lease WYE-026025 conveyed by Nerd Enterprises, Inc. as to the above lands:<br>To Neil A. McMurry - 6.1875% of 4.5% or 0.2784375% of 8/8ths | | | | |
| WYE-026026 | Elizabeth Rawson | 04/01/50 | Township 31 North, Range 109 West, 6th P.M.<br>Section 11: Lot 1 (28.93 acres)<br>Section 12: Lot 9 (22.02) acres<br>together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12 | 75.65 | ___ ___ |
| | Overriding royalty interest in Lease WYE-026026 conveyed by Nerd Enterprises, Inc. as to the above lands:<br>To Neil A. McMurry - 6.1875% of 2.5% or 0.1546875% of 8/8ths | | | | |
| WYW-06269 | Donald B. Anderson | 06/01/51 | Township 31 North, Range 109 West, 6th P.M.<br>Section 13: All<br>Section 14: E/2<br>Section 24: N/2, SE/4, E/2 SW/4<br>Section 25: All | 2,160.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06269 conveyed by McMurry Oil Company as to the above lands:<br>To Neil A. McMurry - 6.1875% of 5.5% or 0.3403125% of 8/8ths | | | | |
| WYW-06270 | Donald B. Anderson | 06/01/51 | Township 31 North, Range 109 West, 6th P.M.<br>Section 2: Lot 3 (39.26 acres),<br>Lot 4 (39.46) acres,<br>S/2 NW/4, S/2<br>Section 3: Lot 1 (39.37 acres),<br>Lot 2 (39.42 acres),<br>Lot 3 (39.48 acres),<br>Lot 4 (39.53 acres),<br>S/2 N/2, S/2<br>Section 10: NE/4, NW/4 SE/4<br>Section 11: N/2 NW/4<br>Section 12: Lot 8 (41.42 acres),<br>Lot 10 (36.86 acres),<br>SE/4 SW/4 | 1,514.60 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06270 conveyed by McMurry Oil Company as to the above lands:<br>To Neil A. McMurry - 6.1875% of 5.5% or 0.3403125% of 8/8ths | | | | |

[redacted] [redacted] [redacted]

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc. and Nell A. McMurry.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYW-06283 | Floyd H. Schroeder | 06/01/51 | Township 31 North, Range 108 West, 6th P.M.<br>Section 19: Lots 3, 4, E/2 SW/4<br>Section 30: Lots 1, 2, 3, 4, E/2 W/2<br>Section 31: Lots 1, 2, 3, 4, E/2 W/2 | 614.32 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06283 conveyed by McMurry Oil Company as to the above lands: To W.N. McMurry - 6.1875% of 5.5% or 0.3403125% of 8/8ths | | | | |
| WYW-06286 | Donald B. Anderson | 06/01/51 | Township 32 North, Range 109 West, 6th P.M.<br>Section 27: S/2<br>Section 28: SE/4<br>Section 33: E/2<br>Section 34: All<br>Section 35: SW/4 | 1,600.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-06286 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 5.5% or 0.3403125% of 8/8ths | | | | |
| WYW-06933 | S.J. Jelso | 07/01/51 | Township 30 North, Range 108 West, 6th P.M.<br>Section 5: Lots 1, 2, 3, 4, S/2 N/2, S/2<br>Section 8: N/2<br>Township 31 North, Range 108 West, 6th P.M.<br>Section 30: E/2<br>Section 32: W/2 | 1,590.20 | 11 231 |
| | Overriding royalty interest in Lease WYW-06933 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 3.5% or 0.2165625% of 8/8ths | | | | |
| WYW-06934 | R.A. Trombley | 07/01/51 | Township 31 North, Range 108 West, 6th P.M.<br>Section 29: W/2<br>Section 31: E/2<br>Township 30 North, Range 108 West, 6th P.M.<br>Section 6: Lots 1, 2, S/2 NE/4 | 797.84 | 11 238 |
| | Overriding royalty interest in Lease WYW-06934 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 3.5% or 0.2165625% of 8/8ths | | | | |
| WYW-015314 | Edwin L. Guenzel | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 9: S/2<br>Section 10: S/2<br>Section 14: SW/4<br>Section 15: All | 1,440.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-015314 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 2.5% or 0.1546875% of 8/8ths | | | | |

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc. and Neil A. McMurry.**

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

| Lease Name/Number | Lessee | Lease Date | Description | Acres | Recording Book Page |
|---|---|---|---|---|---|
| WYW-015316 | Fred M. Manning, Jr. | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 4: Lot 3 (35.88 acres), Lot 4 (36.36 acres), S/2 NW/4, S/2<br>Section 9: N/2<br>Section 10: NW/4<br>Township 31 North, Range 108 West, 6th P.M.<br>Section 29: SE/4<br>Section 32: E/2<br>Section 33: SW/4 | 1,592.24 | 11 247 |
| | Overriding royalty interest in Lease WYW-015316 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 4.5% or 0.2784375% of 8/8ths | | | | |
| WYW-016161 | Phil D. Helmig | 07/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 14: NE/4 NW/4, S/2 NW/4 | 120.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-016161 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 6.5% or 0.4021875% of 8/8ths | | | | |
| WYW-016162 | Phil D. Helmig | 06/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 11: SW/4 | 160.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-016162 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 6.5% or 0.4021875% of 8/8ths | | | | |
| WYW-018039 | Morris Kline | 10/01/52 | Township 30 North, Range 108 West, 6th P.M.<br>Section 14: NW/4 NW/4 | 40.00 | ___ ___ |
| | Overriding royalty interest in Lease WYW-018039 conveyed by McMurry Oil Company as to the above lands: To Neil A. McMurry - 6.1875% of 3.5% or 0.2165625% of 8/8ths | | | | |

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1988)

# PAID-UP
# OIL AND GAS LEASE

265326

RECORDED Jan 14 1998 M 10:55A
IN BOOK 104 ORG PAGE 368
FEES $ 12.00 J.L. COOK CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Snider

THIS AGREEMENT, made and entered into this 16th day of July 1997 by and between

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

of ~~333~~ 383 Broadway, Rock Springs, WY 82902, hereinafter called lessor (whether one or more), and

Hanson & Strahn, Inc., of P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

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

See Exhibits "A" and "B" attached hereto and made a part hereof

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

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 295.27 acres, whether there actually be more or less.

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

Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from December 14, 1997, (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs National Bank, at ~~383 Broadway, Rock Springs, WY 82902~~ PO Box 730 RSN (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

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

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

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

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

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

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

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

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

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

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

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

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

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

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

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

x _____
Trust Officer

x Patricia A. Gaeckle
Attest

STATE OF _____ }
COUNTY OF _____ } ss.

INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

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

My commission expires:

_____

Notary Public for the State of _____
residing at _____

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

CORPORATE

On this 1st day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 1st day of December, 19 97

My commission expires:

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble

Notary Public for the State of Wyoming
residing at Rock Springs

[redacted] [redacted] [redacted]

# EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 16, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, Lessor, and Hanson & Strahn, Inc., Lessee.

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE1/4SW1/4
Section 25: Lots 2(39.91), 5(30.84), N1/2NW1/4, SE1/4NW1/4
Section 26: Lots 1(5.87), 7(8.44) and all that part of the Green River riparian thereto
Containing 295.27 gross acres
Sublette County, Wyoming

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a predetermined and agreed upon amount pursuant to that certain Letter Agreement dated July 8, 1997, on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Signed for identification:

Rock Spring National Bank, Successor Trustee
for the Fear Family Trust, by:

Sanford K. Smith, Trust Officer
Ben K Hansen

Patricia A. Greenlee
Attest

# EXHIBIT "B"
# DEFERRED BONUS AGREEMENT FOR TOP LEASE

THIS AGREEMENT is made as of this 16th day of July, 1997, by the undersigned Lessor and the undersigned Lessee.

WHEREAS, the undersigned Lessor has executed and delivered to the undersigned Lessee an oil and gas lease dated as of July 16, 1997, covering certain lands in Sublette County, Wyoming (hereinafter called "Top Lease"):

WHEREAS, all or part of the lands and interests covered by the Top Lease are covered by the following described lease (hereinafter called "Prior Lease") which appears to be in force and effect at the date of this Agreement:

LESSOR: Rock Springs Nation Bank, Successor Trustee of the Fear Family Trust
LESSEE: Lonetree Energy, Inc.
DATED: June 14, 1994, and recorded in Book 97, page 23 of the Sublette County records

WHEREAS, in consideration for the Top Lease, the undersigned Lessor has been paid $1,107.27 by check or draft, which represents 15% of the total bonus payable to the undersigned Lessor if the Prior Lease did not exist;

WHEREAS, the 85% balance of the total bonus and all the paid-up rentals, in the amount of $6,274.49, shall be paid to Lessor if Lessee elects to exercise the Top Lease, by Lessee mailing to Lessor a check or draft for said amount on or before the expiration date of the Prior Lease.

WHEREAS, in the event the Top Lease never becomes effective, the undersigned Lessor may nevertheless retain the bonus initially paid as provided above; and

WHEREAS, the parties hereto desire to establish the terms and conditions under which the balance of the total bonus may be paid to the undersigned Lessor.

NOW, THEREFORE, the parties hereto agree as follows:

1. The undersigned Lessor agrees that the Prior Lease will not be extended or renewed by the undersigned Lessor, except to the extent (if any) the Prior Lease presently contains an obligation to do so.
2. The undersigned Lessee may elect to pay the undersigned Lessor the remaining balance of the total bonus and paid-up rentals if the Prior Lease has terminated as to all lands and interests covered by the Top Lease, or a proportionate part of the remaining balance (calculated on a net mineral acre basis) if the Prior Lease has terminated only as to part of the lands and interests covered by the Top Lease. In the event such payment is not made within twenty (20) days from the expiration of the Prior Lease the Top Lease shall terminate and the undersigned Lessee shall promptly file of record a release thereof.

THIS AGREEMENT, is executed as of the date first written above, to be binding on and inure to the benefit of the parties hereto, and their heirs, devises, representatives, successors and assigns.

LESSOR (whether one or more):

Rock Springs National Bank, Successor Trustee of the Fear Family Trust, by:

Sanford K. Smith, Trust Officer
Ben K Hansen

Attest

LESSEE (whether one or more):

Hanson & Strahn, Inc. by:

Marc Randal Strahn, President

No Attest Required

## ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned Roy H. Dubitzky, Trustee of the Roy H. Dubitzky Trust 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 1st day of December, 1997.

Roy H. Dubitzky, Trustee

STATE OF COLORADO )
COUNTY OF Denver ) ss:

The foregoing instrument was acknowleged before me this 1st day of December, 1997, by Roy H. Dubitzky, Trustee

Witness my hand and notarial seal.

Notary Public

My Commission Expires: _____

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

265394

RECORDED Jan 20 1998 3:35 PM
IN BOOK 101 OF PAGE 372
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Burton

# EXHIBIT "A"

Attached to and made a part of that certain Assignment of ORR dated December 1, 1997, by and between the Roy H. Dubitzky Trust and Dan Rodger Dubitzky, et al.

| | |
|---|---|
| Dan Rodger Dubitzky<br>8350 Pleasant Beach Rd.<br>Baintridge Island, WA 98110 | 1/3 of 1.6666667% of 8/8ths |
| Mary Gail Dubitzky<br>3028 Shetland Dr.<br>Pleasant Hill, CA 94523 | 1/3 of 1.6666667% of 8/8ths |
| Jane Ann Dubitzky<br>520 So. 5th St.<br>Bozeman, MT 59771 | 1/3 of 1.6666666% of 8/8ths |

EXHIBIT "B"

Attached to and made a part of that certain Assignment of ORR dated December 1, 1997, by and between the Roy H. Dubitzky Trust and Dan Rodger Dubitzky, et al.

Lessor: USA W-118158
Lessee: Onager Enterprises
Dated: 12/01/89
Legal: T-31-N, R-108-W
In-so-far and only in-so-far as said lease covers the following described lands:
Sec. 7: NENE, S/2NE, SE
17: N/2, SE
20: E/2
21: All
Sublette County, WY

Lessor: USA W-118159
Lessee: Onager Enterprises
Dated: 12/01/89
Legal: T-31-N, R-108-W
In-so-far and only in-so-far as said lease covers the follosing described lands:
Sec. 27: W/2NE, W/2, SE
33: E/2E/2, SWNE, NWSE
34: All
35: W/2W/2
Sublette County, WY

375
375

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

WYW-131911

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

**Type or print plainly in ink and sign in ink.**

## PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, CO 80112

*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 |
| Situated in Sublette County, Wyoming<br><br>T. 31 N. - R. 110 W., 6th P.M.<br>Sec. 2: Lots 3 and 4, S/2NW/4<br>Containing 158.96 acres, more or less. | 100% | 100% | NONE | NONE | 6.5% of 8/8ths |

265398

RECORDED Jan. 20, 1998 3:45 PM
IN BOOK 106 of Ops PAGE 375
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

JUDGETTE CONNTY BINEDALE MAONIMO
FEES $ COUNTY CLERK
IN BOOK PAGE

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 1st day of October, 19 97

Name of Transferor Shama Zoe Limited Partnership
Please type or print

Transferor By Gilman A. Hill
(Signature)

or Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 21 day of Nov, 19 97

ULTRA RESOURCES, INC.

Transferee By R. G. "Jerry" Albertus
(Signature)

or Attorney-in-fact R. G. "Jerry" Albertus, President
(Signature)

### BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1990-573-016/26030

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 1st day of October, 1997.

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

# BILL OF SALE

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

265399

RECORDED Dec. 22, 1997 3:45 PM
IN BOOK 1010 PAGE 378
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, and J. Winston Williams, hereinafter referred to as "Williams", whose address is 8076 County Road #113, Carbondale, Colorado 81623, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Shama Zoe and Williams do hereby grant, sell, and convey unto Ultra Resources, Inc., a Wyoming Corporation, hereinafter referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, all of their fractional interest in that personal property described on Exhibit "A" attached to this Bill of Sale (the "Property"), which Exhibit "A" is incorporated into this Bill of Sale for all purposes.

It is Shama Zoe's and Williams' intent, by delivering this Bill of Sale, to convey to Ultra all of their fractional interest in the personal property, including machinery, equipment, scrap iron and steel, tubular goods and all other personal property, of whatever description, whether individually or properly described in the attached Exhibit "A", which is located on the following lands in the County and State named above:

SE/4 NW/4 of Section 2, Township 31 North,
Range 110 West, 6th P.M. Sublette County,
Wyoming.

This Bill of Sale is made without warranty of title, express or implied, and Shama Zoe and Williams make no warranty with respect to quality, quantity, weight, grade, fitness for a particular purpose or merchantability of any materials or equipment transferred to Ultra by this Bill of Sale.

EXECUTED on the dates indicated below, but to be effective for all purposes as of October 1, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By Gilman A. Hill
Gilman A. Hill, General Partner and President

Executed: November 20, 1997

J. Winston Williams

Executed: 11/29/97

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1997, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of November, 1997, personally appeared J. WINSTON WILLIAMS.

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

SUSIE SCHIMPF

Notary Public

My Commission Expires: 04/06/01
My Commission expires

EXHIBIT "A"

to Bill of Sale, from Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, and J. Winston Williams, to Ultra Resources, Inc.

PROPERTY

1 Glycol Heater and Glycol Absorber
1 Production Unit, includes all pipe valves and fittings
2 400-barrel, welded Steel Tanks
1 Catwalk
1 Set of Stairs
1 500-gallon, welded Steel Tank
1 ITT Barton Flow Chart
1 Building
Well Head
11,967 feet of 2⅜" tubing
100 feet of 2", Flow Line to Separator
93 feet of 2", Flow Line to Separator Tank

381

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That **PRIMA OIL & GAS COMPANY**, whose address is 1801 Broadway, Suite 500, 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 consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PLATTE VALLEY MANAGEMENT COMPANY**, whose address 303 16th Street, Suite 016-608, Denver, CO 80202, hereinafter referred to as **"ASSIGNEE"**, an overriding royalty interest in the amount of Five Percent (5%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases (the "Subject Leases") covering the lands ("the Subject Lands") described on Exhibit "A" attached hereto and by this reference made a part hereof.

It is recognized that, in connection with the production of oil and gas, sometimes sulphur and other minerals are produced in connection and with and as a by-product thereof; and as such other minerals are produced as a by-product of the production of oil, gas and other liquids or gaseous hydrocarbons, then ASSIGNEE's overriding royalty interest should be paid on such minerals so produced.

Said overriding royalty interest herein assigned to ASSIGNEE shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom. ASSIGNEE shall not be required to pay and ASSIGNEE's overriding royalty interest shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market, including, operating, storing, treating or processing oil, gas or other gaseous or liquid hydrocarbons (except compression or transportation of gas from the wellhead to the point of sale when compressed or transported by a third party with which ASSIGNOR, its successors or assigns have no affiliation) nor shall ASSIGNEE's overriding royalty interest bear any costs of any structure or facility used to produce market, treat or transport any substance on which ASSIGNEE's overriding royalty interest is due.

If the Subject Leases cover less than the full and entire undivided mineral estate in the Subject Lands, or ASSIGNOR owns less than the entire leasehold estate, under the Subject Lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This overriding royalty interest and all other terms and conditions of this assignment shall apply to any and all extensions, renewals and substitute leases obtained by ASSIGNEE, its successors or assigns within a period of one (1) year following the expiration of the leases described on Exhibit "A".

This Assignment is expressly made subject to the terms and conditions of the Subject Leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under ASSIGNOR. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed this 8th day of December, 1997, to be effective December 2, 1997.

PRIMA OIL & GAS COMPANY

G. Walter Lunsford, Attorney-in-Fact

265404

RECORDED January 21, 1998 8:35AM
IN BOOK 106 ORG PAGE 381
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

[redacted] [redacted] [redacted]

STATE OF COLORADO )
)§ ***ACKNOWLEDGMENT***
COUNTY OF DENVER )

On this the 8th day of December, 1997, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Attorney-in-Fact of Prima Oil & Gas Corporation. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC:

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

# EXHIBIT "A"

Attached to and Made a Part of that Certain Assignment of Overriding Royalty Interest dated December 8, 1997, by and between Prima Oil & Gas Company as Assignor and Platte Valley Management Company as Assignee

Sublette County, Wyoming

| PRIMA LEASE NO. | LESSOR | LESSEE | DESCRIPTION | LEASE DATE | RECORDING BOOK | RECORDING PAGE |
|---|---|---|---|---|---|---|
| 246-00033-000 | WYW-143678 | Prima Oil & Gas Company | <u>Township 31 North, Range 114 West, 6th P.M.</u><br>Section 14: NE/4, N/2SE/4 | 12-01-97 | 106 | 186 |

383

[redacted] [redacted] [redacted]

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

Federal 10-8
Federal 30-8

# ASSIGNMENT OF OIL AND GAS INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, SAMSON HYDROCARBONS COMPANY, a Delaware corporation (formerly Grace Petroleum Corporation), having offices at Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, convey, sell, assign, and transfer unto

D. KIRK EDWARDS, whose address is Post Office Box 14230, Odessa, Texas, 79768, herein called "Assignee,"

all of Assignor's right, title, and interest, if any, in and to only the royalty interests and overriding royalty interests in the lands or leases more fully and completely described on Exhibit "A" attached hereto and made a part hereof, together with all rights and obligations incident thereto (all of which shall hereinafter collectively be referred to as the "Property"). Expressly retained by and reserved unto Assignor are any and all working interests in and to, or associated with, the lands, leases or wells described on Exhibit "A" hereto and existing as of the effective date of this Assignment.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

A. Assignee shall (i) upon closing, but effective as of the effective date hereof, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property, including the removal of any equipment associated therewith) and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims asserted against Assignor prior to the effective date hereof.

B. Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or to the environment, or for any other claims arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the interests conveyed herein, or condition of the Property, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the effective date hereof, whether or not any such claims result from conditions, actions or inactions at or before the effective date hereof.

C. Notwithstanding anything to the contrary herein, Assignee assumes any and all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances occurred or accrued.

It is the intent of Assignor to convey, and this Assignment does hereby convey, to Assignee, subject to the reservations and conditions herein contained including, without limitation, the retention and reservation of any and all working interests in and to or associated with the lands, leases or wells described on Exhibit "A" hereto and existing on the effective date of this Assignment, all of Assignor's right, title, and interest, if any, on the effective date hereof in and to the Property, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Property subsequent to the effective date of this Assignment.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

265458

RECORDED January 28 1998 9:40AM
IN BOOK 106 OF Oils PAGE 384
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Saxton

TABARGE WEST Federal No 10-8 and Federal No 30-8

TPA\CDD\PLS-MID\020-OPLS-MID.doc

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 1st day of September, 1997.

ASSIGNOR:

SAMSON HYDROCARBONS COMPANY,
a Delaware corporation

By: _____
Douglas J. Jacobson, Attorney-In-Fact

ASSIGNEE:

_____
D. KIRK EDWARDS

STATE OF OKLAHOMA )
) ss.
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me by Douglas J. Jacobson as Attorney-in-Fact on behalf of SAMSON HYDROCARBONS COMPANY, a Delaware corporation, this 14 day of January, 1998.

WITNESS my hand and official seal.

My Commission Expires:
October 18, 2001

_____
Linda K. Powell
Notary Public in and for the State of Oklahoma

STATE OF Oklahoma )
) ss.
COUNTY OF Tulsa )

The foregoing instrument was acknowledged before me by D. KIRK EDWARDS, an individual, this 14 day of January, 1998.

WITNESS my hand and official seal.

My Commission Expires:
MY COMMISSION EXPIRES 10-18-2001

_____ (Sign)
Linda K. Powell (Print Name)
Notary Public in and for
Tulsa County, Oklahoma

**EXHIBIT "A"**

PROPERTY

Federal No. 10-8
Section 8, Township 27 North, Range 111 West
Sublette County, Wyoming

Federal No. 30-8
Section 8, Township 27 North, Range 111 West
Sublette County, Wyoming

All of Assignor's overriding royalty interests acquired by and through that certain Assignment of Overriding Royalty Interest in U.S. Oil and Gas Lease by and between Oil Resources Incorporated and Polumbus Petroleum Corporation dated November 17, 1977, recorded in Book 61 at Page 466 of the Records of Sublette County, Wyoming, INSOFAR AND ONLY INSOFAR as said assignment grants rights in and to the following oil and gas lease:

| | |
|---|---|
| LESSOR: | United States of America--W-51347 |
| LESSEE: | Oil Resources, Inc. |
| LEASE DATE: | August 1, 1975 |
| RECORDING DATA: | Book _____, Page _____ of the Records of Sublette County, Wyoming |
| DESCRIPTION: | INSOFAR AND ONLY INSOFAR as said lease covers<br>Township 27 North, Range 111 West, 6th P.M.<br>Section 8: NW/4, N/2 SW/4<br>Sublette County, Wyoming |

END OF EXHIBIT "A"

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

Federal No. 40-6

RECORDED January 22, 1998 9:40AM
IN BOOK 106 OR 6 PAGE 387
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

265459

# ASSIGNMENT OF OIL AND GAS INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, SAMSON HYDROCARBONS COMPANY, a Delaware corporation (formerly Grace Petroleum Corporation), having offices at Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, convey, sell, assign, and transfer unto

D. KIRK EDWARDS, whose address is Post Office Box 14230, Odessa, Texas, 79768, herein called "Assignee,"

all of Assignor's right, title, and interest, if any, in and to only the royalty interests and overriding royalty interests in the lands or leases more fully and completely described on Exhibit "A" attached hereto and made a part hereof, together with all rights and obligations incident thereto, INSOFAR AND ONLY INSOFAR as said interests cover and grant rights in and to the well bores of those wells (whether one or more) identified and described on Exhibit "A" attached hereto and made a part hereof, all located in the above-named county and state, LIMITED from the surface to the total depth drilled in said well bore as of the effective date hereof (all of which shall hereinafter collectively be referred to as the "Property"). Expressly retained by and reserved unto Assignor are any and all working interests in and to, or associated with, the lands, leases or wells described on Exhibit "A" hereto and existing as of the effective date of this Assignment.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

A. Assignee shall (i) upon closing, but effective as of the effective date hereof, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property, including the removal of any equipment associated therewith) and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims asserted against Assignor prior to the effective date hereof.

B. Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or to the environment, or for any other claims arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the interests conveyed herein, or condition of the Property, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the effective date hereof, whether or not any such claims result from conditions, actions or inactions at or before the effective date hereof.

C. Notwithstanding anything to the contrary herein, Assignee assumes any and all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances occurred or accrued.

It is the intent of Assignor to convey, and this Assignment does hereby convey, to Assignee, subject to the reservations and conditions herein contained including, without limitation, the retention and reservation of any and all working interests in and to or associated with the lands, leases or wells described on Exhibit "A" hereto and existing on the effective date of this Assignment, all of Assignor's right, title, and interest, if any, on the effective date hereof in and to the Property, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Property subsequent to the effective date of this Assignment.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 1st day of September, 1997.

ASSIGNOR:

SAMSON HYDROCARBONS COMPANY, a
Delaware corporation

By: _____
Douglas J. Jacobson, Attorney-in-Fact

ASSIGNEE:

_____
D. KIRK EDWARDS

STATE OF OKLAHOMA )
) ss.
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me by Douglas J. Jacobson as Attorney-in-Fact on behalf of SAMSON HYDROCARBONS COMPANY, a Delaware corporation, this 14 day of January, 1998.

WITNESS my hand and official seal.

My Commission Expires:
October 18, 2001

_____
Linda K. Powell
Notary Public in and for the State of Oklahoma

STATE OF Oklahoma )
) ss.
COUNTY OF Tulsa )

The foregoing instrument was acknowledged before me by D. KIRK EDWARDS, an individual, this 14 day of January, 1998.

WITNESS my hand and official seal.

Linda K. Powell (Sign)

Linda K. Powell (Print Name)

Notary Public in and for Tulsa County, Oklahoma

My Commission Expires:

MY COMMISSION EXPIRES 10-18-2001

[redacted] [redacted] [redacted]

**EXHIBIT "A"**

PROPERTY

Federal No. 40-6
1,150 feet from South line and 1,370 feet from East line of
Section 6, Township 27 North, Range 111 West
Sublette County, Wyoming

All of Assignor's overriding royalty interests acquired by and through that certain Assignment of Overriding Royalty Interest In U.S. Oil and Gas Lease by and between Oil Resources Incorporated and Polumbus Petroleum Corporation dated November 17, 1977, recorded in Book 61 at Page 466 of the Records of Sublette County, Wyoming, INSOFAR AND ONLY INSOFAR as said assignment grants rights in and to the following oil and gas lease and further LIMITED to the above-described well bores:

| | |
|---|---|
| LESSOR: | United States of America--W-51347 |
| LESSEE: | Oil Resources, Inc. |
| LEASE DATE: | August 1, 1975 |
| RECORDING DATA: | Book ___, Page ___ of the Records of Sublette County, Wyoming |
| DESCRIPTION: | INSOFAR AND ONLY INSOFAR as said lease covers<br>Township 27 North, Range 111 West, 6th P.M.<br>Section 6: SE/4<br>Sublette County, Wyoming |

END OF EXHIBIT "A"

391

WY- 1294

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-137238

Lease Effective Date
(Anniversary Date)
09-01-95

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 30 NORTH, RANGE 106 WEST<br>SEC. 4: S2NE, SENW, E2SW, SE;<br>SEC. 5: SWNE, S2NW, S2;<br>SEC. 7: E2SW;<br>SEC. 8: ALL;<br>SEC. 9: E2NE, S2SW, SE;<br>SEC. 17: N2, SE;<br>SEC. 20: NE;<br><br>Containing 2480.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | 6.5% of 8/8th | NONE |

265460

RECORDED January 22 1998 10:30AM
IN BOOK 106 ORG PAGE 391
FEES $8.00 [illegible] 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 effective _____

By _____
(Authorized Officer)

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

_____
(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 §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

FILED COMPLIED
RECORDED
INDEXED
INDEXED

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

S0[illegible]

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact
(Signature)

R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

393

WY-1295

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-131099

Lease Effective Date
(Anniversary Date)
01-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br>SEC. 8: LOT 1, S2NE, SE;<br>SEC. 9: LOTS 1-4, S2N2, S2;<br>SEC. 10: S2N2, S2;<br>SEC. 11: SWNW, SW, SWSE;<br>SEC. 17: SENW, E2SW;<br><br>TOWNSHIP 33 NORTH, RANGE 112 WEST<br>SEC. 33: SWSW;<br>SEC. 34: S2S2;<br><br>Containing 1859.52 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265461

RECORDED January 28 1998 10:30AM
IN BOOK 106 016 PAGE 393
FEES $ 8.00 Mary L. Lee 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 effective _____

☐ Assignment approved for attached land description
☐ 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 §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17, 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec., 19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January, 19 98
ULTRA RESOURCES, INC

Assignee or Attorney-in-fact:
(Signature)

R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

395

WY-1296

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-131412

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

### PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br>SEC. 10: LOT 4;<br>SEC. 20: ALL;<br>SEC. 21: ALL;<br><br>Containing 1,302.25 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265462

RECORDED January 12 1998 10:30AM
IN BOOK 106 046 PAGE 395
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 _____

☐ Assignment approved for attached land description
☐ 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 §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney In Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact
(Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

397

WY- 1297

Form 3000-3
(October 1988)

# 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-132412

Lease Effective Date
(Anniversary Date)
06-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

### PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br>SEC. 17: E2, NENW, SWNW, W2SW;<br>SEC. 19: E2;<br>Containing 800.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265463

RECORDED January 22 1998 10:39AM
IN BOOK 104-065 PAGE 397
FEES $ 8.00 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 effective _____

☐ Assignment approved for attached land description
☐ 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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17, 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

399

WY - 1298

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-104840

Lease Effective Date
(Anniversary Date)
02-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br><br>SEC. 11: SESE;<br>SEC. 13: NWNE, S2NE, NW, S2;<br>SEC. 14: ALL;<br>SEC. 15: ALL;<br>SEC. 22: ALL;<br><br>Containing 2,560.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265464

RECORDED January 22 1998 10:30AM
IN BOOK 104 046 PAGE 399
FEES $ 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sarton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

☐ Assignment approved for attached land description
☐ 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 §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.
Inc.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)
HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact:
(Signature)

R. B. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

401

WY-1299

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-131414

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

### PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br><br>SEC. 27: ALL;<br>SEC. 28: ALL;<br>SEC. 29: ALL;<br><br>Containing 1,920.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265465

RECORDED January 22 1998 10:30AM
IN BOOK 101 OF Misc PAGE 401
FEES $ 8.00 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 effective _____

☐ Assignment approved for attached land description
☐ 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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec. ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R G ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

403

WY- 1300

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-131413

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br><br>SEC. 23: ALL;<br>SEC. 24: ALL;<br>SEC. 25: ALL;<br>SEC. 26: ALL;<br><br>Containing 2,560.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265466

RECORDED January 02 19 98 10:30AM
IN BOOK 104 OR 5 PAGE 403
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

☐ Assignment approved for attached land description
☐ 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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

405

WY- 1301

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-132413

Lease Effective Date
(Anniversary Date)
06-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br>SEC. 31: E2;<br><br>Containing 320.00 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265467

RECORDED January 22 1998 10:30 AM
IN BOOK 104 PAGE 405
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobson

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ _____
(Authorized Officer) (Title) (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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney In Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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

407

WY-1302

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1996

# 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-131415

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST<br><br>SEC. 32: ALL;<br>SEC. 33: ALL;<br>SEC. 34: ALL;<br>SEC. 35: ALL;<br><br>Containing 2,560.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265468

RECORDED January 22 1998 10:30AM
IN BOOK 106 PAGE 407
FEES $8.00 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 effective _____

☐ Assignment approved for attached land description
☐ 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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec, 19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January, 19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

409

WY- 1303

Form 3000-3
(October 1982)

# 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-131408

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

### PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST<br>SEC. 4: LOTS 1, 2, S2NE, SE;<br>SEC. 9: E2;<br>SEC. 10: ALL;<br>SEC. 11: ALL;<br>SEC. 12: ALL;<br>Containing 2,558.70 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265469

RECORDED January 22 1998 0:30 AM
IN BOOK 104 PAGE 409
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Suder

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97

CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

Name of Assignor as shown on current lease

Please type or print

Assignor or Attorney-in-fact D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

410

411

WY-1304

Form 3000-3
(October 1988)

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-111774

Lease Effective Date
(Anniversary Date)
08-01-88

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST<br>SEC. 15: NW, N2SW, SWSW;<br>SEC. 22: E2NE, SWNE;<br>SEC. 24: SESE;<br>Containing 440.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265470

RECORDED January 09 1998 10:30AM
IN BOOK 1016 PAGE 411
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

☐ Assignment approved for attached land description
☐ 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 §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corperation, Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: M Albertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

413

WY- 1305

Form 3000-3
(October 1988)

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-131409

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST<br><br>SEC. 13: ALL;<br>SEC. 14: ALL;<br>SEC. 15: E2;<br><br>265471<br><br>Containing 1,600.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

RECORDED January 22 19 98 10:30 AM
IN BOOK 1010 PAGE 413
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Booton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ _____ _____
(Authorized Officer) (Title) (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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.
Inc.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec., 19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)
HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January, 19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact:
(Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

415

WY- 1306

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-131410

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a seperate 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 31 NORTH, RANGE 112 WEST<br><br>SEC. 23: ALL;<br>SEC. 24: N2, SW, N2SE, SWSE;<br><br>265472<br><br>Containing 1,240.00 acres, more or less,<br>Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

RECORDED January 22 1998 10:30AM
IN BOOK 106 Pg 6 PAGE 415
FEES $ 8.00 M. L. L. COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Lewis

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer) _____ (Title) _____ (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.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec. ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)
HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

417

WY-1307

Form 3000-3
(October 1982)

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-131411

Lease Effective Date
(Anniversary Date)
02-01-94

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST<br>SEC. 25: ALL;<br>265473<br>Containing 640.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

RECORDED January 22 1998 10:30AM
IN BOOK 101 of Oil & Gas PAGE 417
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.
Inc.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec ,19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)

HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98
ULTRA RESOURCES, INC

Assignee or Attorney-in-fact
(Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

419

WY - 1308

Form 2000-9
(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-116279

Lease Effective Date
(Anniversary Date)
06-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

## PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
Street 304 Inverness Way South, Suite 295
City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST<br><br>SEC. 22: SE;<br>SEC. 26: ALL;<br>SEC. 27: E2;<br>SEC. 35: N2,SE;<br><br>Containing 1,600.00 acres, more or less, Sublette County, Wyoming. | 100% | 100% | NONE | NONE | NONE |

265474

RECORDED January 22 1998 10:30AM
IN BOOK 106 PAGE 419
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Judith Jackson

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

By _____
(Authorized Officer)

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.

Inc.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## 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 interest, direct or 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 leases; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of Dec., 19 97
CHEVRON U.S.A. PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A., INC.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 MCKINNEY ST.
(Assignor's Address)
HOUSTON (City) TEXAS (State) 77010 (Zip Code)

Executed this 7th day of January, 19 98
ULTRA RESOURCES, INC.

Assignee or Attorney-in-fact: [signature]
(Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

421

WY - 1295

Form 2000-3a
(October 1988)

# UNITED STATES
# DEPARTMENT OF THE INTERIOR
# BUREAU OF LAND MANAGEMENT

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

## TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131099

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 32 NORTH, RANGE 112 WEST, 6TH P.M.<br>SECTION 8: LOT 1, S2NE, SE;<br>SECTION 9: LOTS 1-4, S2N2, S2;<br>SECTION 10: S2N2, S2;<br>SECTION 11: SWNW, SW, SWSE;<br>SECTION 17: SENW, E2SW;<br><br>TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH P.M.<br>SECTION 33: SWSW;<br>SECTION 34: S2S2;<br><br>Containing 1,859.52 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 0.5% of 8/8ths | 6% of 8/8ths |

265475

RECORDED January 22 1998 10:30AM
IN BOOK 100 PAGE 421
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, (City) Texas (State) 77010 (Zip Code)

Transferee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

423

wy. 1296

Form 3000-3a
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131412

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
Street 304 INVERNESS WAY SOUTH, SUITE 295
City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 32 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 10: LOT 4;<br>SECTION 20: ALL;<br>SECTION 21: ALL;<br><br>265476<br><br>Containing 1,302.25 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 26 1998 10:30AM
IN BOOK 106 Of 6 PAGE 423
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, (City) Texas (State) 77010 (Zip Code)

Transferee or Attorney-in-fact: M allbertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

425

WY-1297

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-132412

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 32 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 17: E2, NENW, SWNW, W2SW;<br>SECTION 19: E2;<br><br>265477<br><br>Containing 600.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 22 1996 10:30 AM
IN BOOK 104 OR 6 PAGE 425
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Laughlin

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact: [signature]
(Signature)

R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

427

WY - 1299

Form 3000-3a
(October 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131414

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
Street 304 INVERNESS WAY SOUTH, SUITE 295
City, State, ZIP Code ENGLEWOOD, COLORADO 80112

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

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

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

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

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 27: ALL;<br>SECTION 28: ALL;<br>SECTION 29: ALL;<br><br>265478<br><br>Containing 1,920.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 22, 1998 10:32A M
IN BOOK 106 OPG PAGE 427
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacken

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Transferee or Attorney-in-fact: [signature]
(Signature)

ULTRA RESOURCES, INC.

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

429

WY - 1300

Form 3000-3a
(October 1988)

# UNITED STATES
# DEPARTMENT OF THE INTERIOR
# BUREAU OF LAND MANAGEMENT

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

## TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131413

Type or print plainly in ink and sign in ink.

### PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 32 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 23: ALL;<br>SECTION 24: ALL;<br>SECTION 25: ALL;<br>SECTION 26: ALL;<br><br>Containing 2,560.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 265479 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 22 1998 10:32 AM
IN BOOK 101a 0t6 PAGE 429
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 transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.**

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. F. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Transferee or Attorney-in-fact: ULTRA RESOURCES, INC.
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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431

WY - 1301

Form 3000-3a
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-132413

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

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

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| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M. | | | | | |
| SECTION 31: E2; | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

265480

Containing 320.00 acres, more or less,
located in Sublette County, Wyoming.

This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming.

RECORDED January 22 1998 10:30AM
IN BOOK 101 ORG PAGE 431
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, (City) Texas (State) 77010 (Zip Code)

Transferee or Attorney-in-fact: ULTRA RESOURCES, INC.
M. Albertus
(Signature)

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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

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WY - 1302

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131415

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 32 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 32: ALL;<br>SECTION 33: ALL;<br>SECTION 34: ALL;<br>SECTION 35: ALL;<br><br>Containing 2,560.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

265481

RECORDED January 22 1998 10:30 AM
IN BOOK 104 OR PAGE 433
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Snyder

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, (City) Texas (State) 77010 (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact: R. G. GILBERTUS (Signature)
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

435

WY-1303

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131408

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 31 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 4: LOTS 1, 2, S2NE, SE;<br>SECTION 9: E2;<br>SECTION 10: ALL;<br>SECTION 11: ALL;<br>SECTION 12: ALL;<br><br>Containing 2,558.70 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

265482

RECORDED January 28 1998 10:30AM
IN BOOK 1016 ORG PAGE 435
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Secrist

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97

Name of Transferor Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact R. G. Alberthus
(Signature)

R. G. ALBERTHUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

437

WY-1304

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-111774

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

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

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

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

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

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST, 6TH P.M.<br>SECTION 15: NW, N2SW, SWSW;<br>SECTION 22: E2NE, SWNE;<br>SECTION 24: SESE;<br><br>Containing 440.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 0.5% of 8/8ths | 6.0% of 8/8ths |

265483

RECORDED January 22, 1998 10:30AM
IN BOOK 104 PAGE 437
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Dalton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)
Houston, Texas 77010
(City) (State) (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact: [signature]
(Signature)
R. O. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

439

WY-1305

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

WYW-131409

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

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
Street 304 INVERNESS WAY SOUTH, SUITE 295
City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 31 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 13: ALL;<br>SECTION 14: ALL;<br>SECTION 15: E2;<br><br>265484<br><br>Containing 1,600.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 02 1998 10:30A M
IN BOOK 106 OG PAGE 439
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Executed this 7th day of January ,19 98

Transferee or Attorney-in-fact: R. G. ALBERTUS
(Signature)

ULTRA RESOURCES, INC.
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

441

WY-1306

Form 3000-3a
(October 1992)

# UNITED STATES
# DEPARTMENT OF THE INTERIOR
# BUREAU OF LAND MANAGEMENT

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

## TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

WYW-131410

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

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 31 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 23: ALL;<br>SECTION 24: N2, SW, N2SE, SWSE;<br><br>265485<br><br>Containing 1,240.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 28 1998 10:30a M
IN BOOK 106 046 PAGE 441
FEES $ 8.00 Mary K. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

**STATE OF TEXAS §**

**COUNTY OF HARRIS §**

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Corporation, on behalf of said corporation.
Inc.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Transferee or Attorney-in-fact: ULTRA RESOURCES, INC.
(Signature)
R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

WY-1307

443

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-131411

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

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

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

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

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

| Land Description | Percent of Interest | | | Percent of Overriding Royalty or Similar Interests | |
|---|---|---|---|---|---|
| | Owned | Conveyed | Retained | Reserved | Previously reserved or conveyed |
| a | b | c | d | e | f |
| TOWNSHIP 31 NORTH, RANGE 112 WEST, 6TH P.M.<br>SECTION 25: ALL;<br>265486<br>Containing 640.00 acres, more or less, located in Sublette County, Wyoming.<br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Bilty Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 6.5% of 8/8ths | NONE |

RECORDED January 22 1998 10:30AM
IN BOOK 106 PAGE 443
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal 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 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 12th day of December ,19 97 Executed this 7th day of January ,19 98

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D. T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Transferee or Attorney-in-fact: [signature]
(Signature)

ULTRA RESOURCES, INC.

R. G. ALBERTUS
ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

446

WY-1308

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

# TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.

WYW-116279

Type or print plainly in ink and sign in ink.

## PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC.
   Street 304 INVERNESS WAY SOUTH, SUITE 295
   City, State, ZIP Code ENGLEWOOD, COLORADO 80112

*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 31 NORTH, RANGE 112 WEST, 6TH P.M.<br><br>SECTION 22: SE;<br>SECTION 26: ALL;<br>SECTION 27: E2;<br>SECTION 35: N2, SE;<br><br>265487<br><br>Containing 1,600.00 acres, more or less, located in Sublette County, Wyoming.<br><br>This assignment covers and is effective only as to those depths from the base of the Fort Union Formation and below, the base of the Fort Union being defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW4 SE4 of Section 16, Township 31N, Range 111 West, Sublette County, Wyoming. | 100% | 100% | -0- | 2.5% of 8/8ths | 4.0% of 8/8ths |

RECORDED January 22 1998 10:30AM
IN BOOK 101 016 PAGE 445
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

**STATE OF TEXAS §**

**COUNTY OF HARRIS §**

This instrument was acknowledged before me on December 12, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. ~~Corporation~~ Inc., on behalf of said corporation.

Larry G. Stone
Notary Public, State of Texas

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

Executed this 12th day of December ,19 97

Name of Transferor: Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc.
Please type or print

Transferor or Attorney-in-fact: D.T. Berlin
(Signature)

1301 McKinney Street
(Transferor's Address)

Houston, Texas 77010
(City) (State) (Zip Code)

Executed this 7th day of January ,19 98

ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact: [signature]
(Signature)

R. G. ALBERTUS

ULTRA RESOURCES INC
304 INVERNESS WAY SO.
ENGLEWOOD CO 80112

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 / 67023

447

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

**Wyoming Oil & Gas Lease Serial Number** 93-00415 **Assignment Approval Date -** DEC 16 1997

**ASSIGNOR, with name and address at,** Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc.
P.O. Box 1635
Houston, Texas 77251-1635

**being the owner of** 100% **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
**interest in this lease, described in particular if less than the total leasehold as:** T32N-R112W, Section 36 (All), containing 640 acres, more or less, located in Sublette County, Wyoming, insofar and only insofar as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Well located in the NW/4 SE/4 of Section 16, T31N-R111W, Sublette County, Wyoming.
**For good and valuable consideration, hereby assigns to:** **********

**1) ASSIGNEE, with name and address at:** Shama Zoe Limited Partnership, d/b/a Alpine Gas Company
6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
Englewood, Colorado 80111

100% **percent interest in the total leasehold, or as described in particular above.** (as limited above)

**2) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**3) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**4) ASSIGNEE, with name and address at:**

265498

X

**percent interest in the total leasehold, or as described in particular above.**

RECORDED January 02 1998 3:45 PM
IN BOOK 101 of Oil & Gas PAGE 447
FEES $8.00 Mary L Lathrop
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Seaton

**5) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**and reserving unto ASSIGNOR,** an overriding royalty of 0.50% (conveying a NRI of 81% to Assignee).

**This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.**

**ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.**

***This form may be duplicated.***
***If space is needed for additional assignors or assignees submit copies of this form only.***

*Page _____ of _____ of Lease # _____ assignment dated _____*

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 10th day of November 19 97.

| ASSIGNOR - Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc. | Assignee (1) - Shama Zoe Limited Partnership, d/b/a Alpine Gas Company |
|---|---|
| By - D. T. Berlin | By - Gilman A. Hill |
| Title - D. T. Berlin Attorney-in-Fact | Title - General Partner |
| Attest - | Attest - |

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 10, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc., on behalf of said corporation.

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

Notary Public, State of Texas

## ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

97 DEC 15 PM 10 32
RECEIVED
STATE LANDS AND
INVESTMENTS

449

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

**Wyoming Oil & Gas Lease Serial Number** 94-00163 **Assignment Approval Date -** DEC 16 1997

**ASSIGNOR, with name and address at,** Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc.
P.O. Box 1635
Houston, Texas 77251-1635

**being the owner of** 100% **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

**interest in this lease, described in particular if less than the total leasehold as:** Township 32 North, Range 112 West, 6th P.M.
Section 16: All Containing 640 acres, more or less, lcoated in Sublette County, Wyoming, insofar and only insofar as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Chevron #33-16 Billy Well located in the NW/4 SE/4 of Section 16, T31N-R111W, Sublette County, Wyoming.

**For good and valuable consideration, hereby assigns to:**

**1) ASSIGNEE, with name and address at:** Shama Zoe Partnership, d/b/a Alpine Gas Company
6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
Englewood, Colorado 80111

100% **percent interest in the total leasehold, or as described in particular above.** (as limited above)

**2) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**3) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**4) ASSIGNEE, with name and address at:**

265499

X

**percent interest in the total leasehold, or as described in particular above.**

RECORDED January 22 1998 3:45 PM
IN BOOK 101 O+G PAGE 449
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

**5) ASSIGNEE, with name and address at:**

X

**percent interest in the total leasehold, or as described in particular above.**

**and reserving unto ASSIGNOR,** an overriding royalty of 2.33% (conveying a NRI of 81% to Assignee)

**This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.**

**ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.**

***This form may be duplicated.***
***If space is needed for additional assignors or assignees submit copies of this form only.***

***Page _____ of _____ of Lease # _____ assignment dated _____***

SIGNED AS TO TRANSFER AND ACCEPTANCE this 10th day of November 19 97.

| ASSIGNOR. Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc. | Assignee (1). Shama Zoe Limited Partnership, d/b/a Alpine Gas Company |
|---|---|
| By. D.T. Berlin | By. Gilman A. Hill |
| Title. D. T. Berlin Attorney-in-Fact | Title. General Partner |
| Attest. | Attest. |

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 10, 1997, by D. T. Berlin, as Attorney in Fact for Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc., on behalf of said corporation.

LARRY G. STONE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17 1999

Larry G. Stone
Notary Public, State of Texas

**ASSIGNMENT REQUIREMENTS**

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

97 DEC 15 AM 10 32

STATE LANDS AND

450

451

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ULTRA RESOURCES, INC., whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, (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 Howard O. Sharpe, whose address is 9357 South Prairie View Drive, Highland Ranch, Colorado 80126, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one-tenth of one percent (0.1000 %) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from those certain oil and gas leases as described on Exhibit "A" attached hereto and made a part hereof.

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 oil and gas leases described on Exhibit "A".

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 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 described oil and gas leases is less than the entire interest, or if said oil and gas leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 21 day of January, 1998.

265525

RECORDED January 26 1998 9:15 AM
IN BOOK 101 PAGE 451
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

ULTRA RESOURCES, INC.

By: R. G. Albertus

R. G. "Jerry" Albertus
President

[redacted] [redacted] [redacted]

## ACKNOWLEDGMENT

STATE OF COLORADO )
) ss.
COUNTY OF ARAPHPOE )

The foregoing instrument was acknowledged before me this 21 day of January, 1998, by R. G. "JERRY" ALBERTUS as President of ULTRA RESOURCES, INC.

Witness my hand and official seal.

My Commission Expires:

Donna K. Long
NOTARY PUBLIC

My Commission Expires 01-02-2002

DONNA K. LONG NOTARY PUBLIC STATE OF COLORADO

# EXHIBIT "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE _____DAY OF _____, 1998.**

| Lease No. | Lessee | Lease Description |
|---|---|---|
| W-133090 | Chevron USA | **T34N-R112W, 6th P. M.**<br>Section 1: Lots 2-4, SWNE, S/2NW E/2SW, W/2SE<br>Section 2: Lot 1, 2, SWSE<br>Section 11: SESW<br>**T34N-R111W, 6th P. M.**<br>Section 6: E/2SE |
| W-123583 | Chevron USA | **T34N-R112W, 6th P. M.**<br>Section 12: E2NE |
| W-133101 | Chevron USA | **T34N-R112W, 6th P. M.**<br>Section 27: All<br>Section 28: All<br>Section 33: All<br>Section 34: All |
| W-133099 | Chevron USA | **T34N-R112W, 6th P. M.**<br>Section 10: SW<br>Section 14: S2N2<br>Section 15: S2N2, NWNW, SW<br>Section 22: All<br>Section 23: W2E2, W2<br>Section 26: W2NE, SENE, W2, SE |
| W-133098 | Chevron USA | **T33N-R112W, 6th P. M.**<br>Section 5: Lots 1-4, S2N2, S2<br>Section 6: Lots 1-7, S2NE, SENW E2SW, SE<br>Section 7: Lots 1-4, E2, E2W2<br>Section 8: W2<br>Section 18: Lots 1, 2, NE, E2NW |
| W-132414 | Chevron USA | **T33N-R112W, 6th P. M.**<br>Section 3: Lots 1-4, S2N2, S2 |
| W-131927 | Chevron USA | **T33N-R112W, 6th P. M.**<br>Section 4: Lots 1-4, S2N2, S2<br>Section 9: All<br>Section 17: N2, N2SW, SE<br>Section 18: N2SE |

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]



| Lease No. | Lessee | Lease Description |
|---|---|---|
| W-124080 | Chevron USA | **T33N-R111W, 6th P. M.**<br>Section 6: Lots 1-3 |
| W-133102 | Chevron USA | **T36N-R112W, 6th P. M.**<br>Section 3: W2SE |
| W-133103 | Chevron USA | **T36N-R112W, 6th P. M**<br>Section 12: NENE, S2NE, SE<br>Section 24: E2 |
| W135149 | Chevron USA | **T36N-R112W, 6th P. M.**<br>Section 26: N2SW, SESW |
| W-135148 | Chevron USA | **T36N-R112W, 6th P. M.**<br>Section 23: S2NW, SW<br>Section 26: N2, SE<br>Section 35: N2NE, SENE |
| W-134449 | Chevron USA | **T36N-R112W, 6th P. M.**<br>Section 35: SW |
| W-135143 | Chevron USA | **T36N-R111W, 6th P. M.**<br>Section 28: All<br>Section 29: All<br>Section 32: All<br>Section 33: All |
| W-123586 | Chevron USA | **T36N-R111W, 6th P. M.**<br>Section 2: NWSE<br>Section 4: Lots 1, 2, 4, S2N2, S2<br>Section 5: Lots 1-4, S2N2, S2<br>Section 9: All<br>Section 10: All<br>Section 14: All<br>Section 15: All<br>Section 22: All |
| W-133244 | Chevron USA | **T36N-R109W, 6th P. M.**<br>Section 32: SW |
| W-132424 | Chevron USA | **T35N-R113W, 6th P. M.**<br>Section 1: Lots 1-4, S2N2, SWSW<br>Section 12:W2NW, N2SW, SESW, W2SE, SESE<br>Section 13: NWSW, S2S2<br>Section 24: All<br>Section 25: All |
| W-123583 | Chevron USA | **T35N-R112W, 6th P. M.**<br>Section 33: NWNW |
| W-133091 | Chevron USA | **T35N-R111W, 6th P. M.**<br>Section 4: Lots 1-4, S2NW, W2SW<br>Section 9: W2NW, SW |

Exhibit "A"
Page 3

| Lease No. | Lessee | Lease Description |
|---|---|---|
| W-123584 | Chevron USA | **T35N-R111W, 6th P. M.**<br>Section 7: NE, NESE<br>Section 18: Lots 3,4, E2SW, SWSE<br>Section 19: Lots 1-4, E2W2, W2E2, SENE, E2SE<br>Section 25: N2<br>Section 26: N2<br>Section 30: Lots 1, 2, E2NW, NE, N2SE<br>Section 34: S2S2, NWSE, SWNE<br>Section 35: NWNW, SWSW |
| W-135142 | Chevron USA | **T35N-R111W, 6th P. M.**<br>Section 3: Lots 1-4, S2N2, S2<br>Section 4: S2NE, E2SW, SE<br>Section 9: E2, E2NW<br>Section 10: All |
| W-132404 | Chevron USA | **T35N-R110W, 6th P. M.**<br>Section 9: N2, N2SW, SESW, SE<br>Section 11: NE, W2SE<br>Section 12: W2NW |
| W-131099 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 8: Lot1, S2NE, SE<br>Section 9: Lots 1-4, S2N2, S2<br>Section 10: S2N2, S2<br>Section 11: SWNW, SW, SWSE<br>Section 17: SENW, E2SW<br>**T33N-R112W, 6th P. M.**<br>Section 33: SWSW<br>Section 34: S2S2 |
| W-131412 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 10: Lot 4<br>Section 20: All<br>Section 21: All |
| W-132412 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 17: E2, NENW, SWNW, W2SW<br>Section 19: E2 |
| St of Wy 94-00163 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 16: All |
| W-131414 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 27: All<br>Section 28: All<br>Section 29: All |

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]



| Lease No. | Lessee | Lease Description |
|---|---|---|
| W-131413 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 23: All<br>Section 24: All<br>Section 25: All<br>Section 26: All |
| W-132413 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 31: E2 |
| W-131415 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 32: All<br>Section 33: All<br>Section 34: All<br>Section 35: All |
| St. of Wy 93-00415 | Chevron USA | **T32N-R112W, 6th P. M.**<br>Section 36: All |
| W-131408 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 4: Lots 1,2, S2NE, SE<br>Section 9: E2<br>Section 10: All<br>Section 11: All<br>Section 12: All |
| W-111774 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 15: NW, N2SW, SWSW<br>Section 22: E2NE, SWNE<br>Section 24: SESE |
| W-131409 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 13: All<br>Section 14: All<br>Section 15: E2 |
| W-131410 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 23: All<br>Section 24: N2, SW, N2SE, SWSE |
| W-131411 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 25: All |
| W-116279 | Chevron USA | **T31N-R112W, 6th P. M.**<br>Section 22: SE<br>Section 26: All<br>Section 27: E2<br>Section 35: N2, SE |

Exhibit "A"
Page 5

| Lease No. | Lessee | Lease Description |
|---|---|---|
| W-137238 | Chevron USA | **T30N-R106W, 6th P. M.**<br>Section 4: S2NE, SENW, E2SW, SE<br>Section 5: SWNE, S2NW, S2<br>Section 7: E2SW<br>Section 8: All<br>Section 9: E2NE, S2SW, SE<br>Section 17: N2, SE<br>Section 20: NE |

[redacted] [redacted] SOCO NO: [redacted] 20591

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 92-00198, effective April 2, 1992,
described completely as follows:

Township 30 North, Range 108 West, 6th P.M.
Section 36: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 30 North, Range 108 West, 6th P.M.
Section 36: NW¼, SE¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject to:

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

265527

RECORDED January 26 1998 10:20AM
IN BOOK 106 OR PAGE 458
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

458

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

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

**WITNESS:**

XXXX

By: _____
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

**ACKNOWLEDGMENT (For use by Individual)**

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

NOTARY PUBLIC

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted] 92-00198

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

**Assignee is an** ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R.D. Howard
**Assignee's Signature**

P.O. BOX 800, DENVER, CO 80201-0800
**Assignee's Address**

July 25, 1996
**Date**

**Signature of all assignees is required**

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| **Assigned Portion:** _____ | Retained Portion: _____ |
| _____ | _____ |
| **Company:** _____ | Company: _____ |
| **Address:** _____ | Address: _____ |
| _____ | _____ |
| **Telephone:** _____ | Telephone: _____ |
| **Accepted by:** _____ | Accepted by: _____ |

461

SOCO NO: 20554

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 92-00196, effective April 2, 1992.
described completely as follows:

Township 29North, Range 108 West, 6th P.M.
Section 16: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29North, Range 108 West, 6th P.M.
Section 16: NW¼, SE¼

265528

RECORDED Jan. 24, 1992 10:20 A M
IN BOOK 106 OR6 PAGE 401
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND [redacted]D unto assignee, its succe[redacted] and assigns, subject to t[redacted]ms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

ROBIN D. CLARK NOTARY PUBLIC

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 3 0 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 92-00196

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

[redacted] [redacted] SOCO NO: [redacted]5

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

"OPERATING RIGHTS"

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 92-00199, effective April 2, 19 92.
described completely as follows:

Township 29 North, Range 109 West, 6th P.M.
Section 36: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, **SNYDER OIL CORPORATION**

with address at **1625 BROADWAY, SUITE 2200**
**DENVER, CO 80202**

being the owner of 100.00 percent **OPERATING RIGHTS ONLY**
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29 North, Range 109 West, 6th P.M.
Section 36: NE¼, SW¼

**265529**

RECORDED Jan. 26 1998 10:20A M
IN BOOK 10006 PAGE 464
FEES $ 10.00 COUNTY CLERK/
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaccaro

for good and valuable consideration, hereby assigns to:
(1) **AMOCO PRODUCTION COMPANY**, assignee, with address at:
**P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838)**, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

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

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

NOTARY PUBLIC OF COLORADO

My Commission expires: April 3, 2000

JUL 30 1996

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted]0199

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX ____ Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

467

SOCO NO: 20569

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 92-00412, effective December 2, 19 92, described completely as follows:

Township 28 North, Range 108 West, 6th P.M.
Section 36: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**265530**

RECORDED Apr. 9th, 1993 10:30 M
IN BOOK 104 Oto PAGE 467
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

Township 28 North, Range 108 West, 6th P.M.
Section 36: NW¼, SE¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838),
50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest
in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest
in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND [redacted]D unto assignee, its succe[redacted] and assigns, subject to t[redacted]rms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

JUL 30 1996

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

469

LEASE SERIAL NO. 92-00412

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual __XX__ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
**R. D. Howard, Attorney-in-fact**

_____
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

Signature of all assignees is required

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

[redacted] [redacted] SOCO NO: [redacted] 20571

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

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 93-00109, effective April 2, 1993.
described completely as follows:

Township 29 North, Range 109 West, 6th P.M.
Section 16: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

265531

RECORDED Apr. 8 1993 10:20 M
IN BOOK 104 Dt6 PAGE 470
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

Township 29 North, Range 109 West, 6th P.M.
Section 16: NE¼, SW¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject to:

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

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

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 19[illegible]

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted] 93-00109

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

SOCO NO: 20572

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 93-00114, effective April 2, 19 93.
described completely as follows:

Township 30 North, Range 110 West, 6th P.M.
Section 36: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

265532

10:20A
RECORDED Jan. 26, 1998 M
IN BOOK 104 OR6 PAGE 473
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zucker

Township 30 North, Range 110 West, 6th P.M.
Section 36: NE¼, SW¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND [redacted]D unto assignee, its succe[redacted] and assigns, subject to th[redacted]ms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

ROBIN D. CLARK NOTARY PUBLIC STATE OF COLORADO

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 93-00114

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

[redacted] [redacted] SOCO NO: [redacted] 20548

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 92-00189, effective April 2, 19 92.
described completely as follows:

Township 27 North, Range 107 West, 6th P.M.
Section 8: NE/4SW/4, S/2SW/4,SW/4SE/4

County Sublette Total Acres 160.00

**********

ASSIGNOR, **SNYDER OIL CORPORATION**

with address at **1625 BROADWAY, SUITE 2200**
**DENVER, CO 80202**

being the owner of 100.00 percent **OPERATING RIGHTS ONLY**
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

265533

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

10:20a
RECORDED Jan. 26 1998 M
IN BOOK 100 QtG PAGE 476
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

for good and valuable consideration, hereby assigns to:
(1) **AMOCO PRODUCTION COMPANY**, assignee, with address at: **P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838)**, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 40.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject to:

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

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

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

**WITNESS:**

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

mstl

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

NOTARY PUBLIC COLO

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted] 92-00189

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

**Assignee is an** ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25,1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

**To be completed by Assignee**

**Assigned Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

**To be completed by Assignor**

**Retained Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

SOCO NO: 20578

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

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 93-00553, effective December 2, 19 93.
described completely as follows:

Township 28 North, Range 109 West, 6th P.M.
Section 16: All

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

265534

ID:20A

RECORDED Jan. 26 1998 M
IN BOOK 100 OR PAGE 479
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

Township 28 North, Range 109 West, 6th P.M.
Section 16: NE¼, SW¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

**TO HAVE AND TO HOLD** unto assignee, its successors and assigns, subject to the terms and conditions of [redacted] lease. The grants and r[redacted]ation in this assignment e[redacted]to any reissue lease or substitute lease issued in lieu thereof with full effect.

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor / Lessee

**WITNESS:**

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

NOTARY PUBLIC OF COLO

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 93-00553

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX ____ Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

[redacted] [redacted] SOCO NO: 20579 [redacted]

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

"OPERATING RIGHTS"

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 93-00554, effective December 2, 19 93, described completely as follows:

Township 28 North, Range 109 West, 6th P.M.
Section 36: All

265535

RECORDED Jan. 26 1998 10:20 M
IN BOOK 106 Oct6 PAGE 482
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 28 North, Range 109 West, 6th P.M.
Section 36: NW¼, SE¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at: P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject to:

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

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

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

**WITNESS:**

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

**Attest:**

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19_____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. 93-00554 [redacted]

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

**CERTIFICATION AND AGREEMENT**

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

Assignee is an _____ Individual — __XX__ Corporation

_____ General Partnership — Other (Describe) _____

_____ Limited Partnership

**AMOCO PRODUCTION COMPANY**
**R. D. Howard, Attorney-in-fact**

**Assignee's Signature**

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

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

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

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| **Assigned Portion:** _____ | **Retained Portion:** _____ |
| _____ | _____ |
| **Company:** _____ | **Company:** _____ |
| **Address:** _____ | **Address:** _____ |
| _____ | _____ |
| **Telephone:** _____ | **Telephone:** _____ |
| **Accepted by:** _____ | **Accepted by:** _____ |

485

SOCO NO.: 20446

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

**OIL AND GAS LEASE SERIAL NUMBER** 94-00109, **effective** April 2, 19 94,
**described completely as follows:**

Township 27 North, Range 105 West, 6th P.M.
Section 16: All

265536

RECORDED Jan. 26 1998 M
IN BOOK 102 016 PAGE 485
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

10:20

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

TO HAVE AND TO [redacted]nto assignee, its successors [redacted]signs, subject to the terms a[redacted] conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission Expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

Fee for recording this form of assignment is $25.00. If other instruments are incorporated in the assignment, signed copies of same should be filed with the State Land and Farm Loan Office in duplicate, as one copy is to be mailed for the Office's files.

LEASE SERIAL NO. 94-00109

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual __XX__ Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

_____ _____
Assignee's Signature Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800 _____
Assignee's Address Assignee's Address

JULY 25, 1996 _____
Date Date

Signature of all assignees is required _____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

[redacted] [redacted] [redacted]

SOCO NO: 20445

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 94-00110, effective April 2, 1994.
described completely as follows:

Township 27 North, Range 105 West, 6th P.M.
Section 17: SE1/4NE1/4

RECORDED Dec. 22, 1998 M
IN BOOK 106 Misc PAGE 488
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

**265537**

County Sublette Total Acres 40.00

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold interest in this lease, described more particularly as:
(undivided leashold/divided leasehold/overriding royalty)

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838,
50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 40 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE subject

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

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

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

**WITNESS:**

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

**Attest:**

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

NOTARY PUBLIC

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted] 94-00110

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

491

SOCO NO: 20447

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 94-00112, effective April 2, 19 94, described completely as follows:

Township 27 North, Range 105 West, 6th P.M.
Section 36: All

265538

RECORDED Jan. 26 1998 M 10:20
IN BOOK 10-016 PAGE 491
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swapton

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND [redacted]D unto assignee, its succe[redacted] and assigns, subject to t[redacted]ms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS 493
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual __XX__ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER, CO 80202
Telephone: 303/592-8500

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

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

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

[redacted]

[redacted]

SOCO NO: [redacted]
RET[redacted]
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 94-00125, effective April 2, 19 94.
described completely as follows:

Township 27 North, Range 106 West, 6th P.M.
Section 7: Lot 6 (formerly Lot 3) (40.55 ac.)
Section 18: SW1/4NE1/4

265539

RECORDED Jan. 26 1998 M 10:20a
IN BOOK 104 OLG PAGE 494
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackton

County Sublette Total Acres 80.55

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 80.55 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

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

495

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

**WITNESS:**

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

JUL 3 0 1996

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] LEASE SERIAL NO. 94-001[redacted]

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

**Assignee is an** _____ Individual — __XX__ Corporation

_____ General Partnership — Other (Describe) _____

_____ Limited Partnership — _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Signature of all assignees is required

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

497

SOCO NO: 20434

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 94-00126, effective April 2, 19 94.
described completely as follows:

Township 27 North, Range 106 West, 6th P.M.
Section 16: All

265540

10:20A
RECORDED Jan. 26, 1998 M
IN BOOK 104-016 PAGE 497
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

TO HAVE AND T[redacted] unto assignee, its succes[redacted] and assigns, subject to th[redacted]s and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 94-00126

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual XX Corporation

____ General Partnership Other (Describe) ____

____ Limited Partnership ____

**AMOCO PRODUCTION COMPANY**
**R. D. Howard, Attorney-in-fact**

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: ____ | Retained Portion: ____ |
| Company: ____ | Company: ____ |
| Address: ____ | Address: ____ |
| ____ | ____ |
| Telephone: ____ | Telephone: ____ |
| Accepted by: ____ | Accepted by: ____ |

[redacted] [redacted] SOCO NO: [redacted] 2044

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 94-00128, effective April 2, 1994.
described completely as follows:

Township 27 North, Range 106 West, 6th P.M.
Section 36: All

10:20a

RECORDED Jan. 26 1998 M
IN BOOK 106 Mis PAGE 500
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

265541

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

500

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

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

JUL 30 1996

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. 94-001[redacted]

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

503

SOCO NO: 20440

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 94-00130, effective April 2, 19 94.
described completely as follows:

Township 28 North, Range 106 West, 6th P.M.
Section 19: NE1/4SW1/4
Section 30: Lots 3, 4,

265542

RECORDED Jan. 26 1998 10:20 M
IN BOOK 101005 PAGE 503
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lawton

County Sublette Total Acres 112.52

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 112.52 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND TO [redacted] unto assignee, its succe[redacted] and assigns, subject to th[redacted]ms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

WITNESS:

XXXX

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

505

LEASE SERIAL NO. 94-00130

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

**Assignee is an** _____ Individual

_____ General Partnership

_____ Limited Partnership

__XX__ Corporation

Other (Describe) _____

**AMOCO PRODUCTION COMPANY**
**R. D. Howard, Attorney-in-fact**

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25,1996
Date

**Signature of all assignees is required**

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

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

**To be completed by Assignee**

**Assigned Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

**To be completed by Assignor**

**Retained Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SOCO NO: 20437

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

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 94-00132, effective April 2, 19 94.
described completely as follows:

Township 29 North, Range 106 West, 6th P.M.
Section 16: All

**265543**

RECORDED Jan. 24 1995 10:20 M
IN BOOK 101a PAGE 506
FEES $ 10.00 : COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooten

County Sublette Total Acres 640.00

**********

ASSIGNOR, **SNYDER OIL CORPORATION**

with address at **1625 BROADWAY, SUITE 2200**
**DENVER, CO 80202**

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) **AMOCO PRODUCTION COMPANY**, assignee, with address at:
**P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838**, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

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

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark, Notary Public

ROBIN D. CLARK NOTARY PUBLIC STATE OF COLORADO

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted]

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____ XX Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

AMOCO PRODUCTION COMPANY
R. D. Howard, Attorney-in-fact

D.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Signature of all assignees is required

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

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

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

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER, CO 80202
Telephone: 303/592-8500

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

To be completed by Assignee

Assigned Portion: _____

_____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

To be completed by Assignor

Retained Portion: _____

_____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

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

509

SOCO NO: 20436
**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

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

OIL AND GAS LEASE SERIAL NUMBER 94-00134, effective April 2, 19 94.
**described completely as follows:**

Township 29 North, Range 106 West, 6th P.M.
Section 24: N1/2SE1/4, SW1/4SE1/4
Section 25: W1/2NE1/4, S1/2NW1/4, NW1/4SW1/4

265544

RECORDED Dec. 8, 1998 10:20 A M
IN BOOK 106 PAGE 509
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

County Sublette Total Acres 320.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 320.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

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

[redacted] [redacted] [redacted]

TO HAVE AND TO [illegible] unto assignee, its succe[illegible] and assigns, subject to the terms and conditions of [redacted] lease. The grants and re[redacted]tion in this assignment ex[redacted]o any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

WITNESS:

XXXX

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

ROBIN D. CLARK NOTARY PUBLIC

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

511 LEASE SERIAL NO. 94-00134

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual

_____ General Partnership

_____ Limited Partnership

__XX__ Corporation

Other (Describe) _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R. D. H

Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER, CO 80202
Telephone: 303/592-8500

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted by: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Tel phone: _____

Accepted by: _____

[redacted] [redacted] [redacted]

[redacted] [redacted] SOCO NO: 20442 [redacted]

Effective 11-86

Form ML-2
(revised 7-92)

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

**NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM**

OIL AND GAS LEASE SERIAL NUMBER 94-00145, effective April 2, 19 94.
described completely as follows:

Township 27 North, Range 107 West, 6th P.M.
Section 1: Lot 2, SW1/4NE1/4, W1/2SE1/4
Section 12: E1/2NE1/4, NE1/4SE1/4

265545

RECORDED Jan. 26 1998 10:20A M
IN BOOK 104 045 PAGE 512
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Sexton

County Sublette Total Acres 279.72

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
((1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 279.72 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

**This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.**

TO HAVE AND TO HOLD unto assignee, its successors and assigns, subject to the terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor / Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted]

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

**CERTIFICATION AND AGREEMENT**

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

Assignee is an _____ Individual _XX_ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
**R. D. Howard, Attorney-in-fact**

R. D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

JULY 25, 1996
Date

Signature of all assignees is required

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

**Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.**

**Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:**

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER, CO 80202
Telephone: 303/592-8500

**Segregation Waiver: Agreed designated responsible party, including bond and royalties.**

To be completed by Assignee

**Assigned Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

To be completed by Assignor

**Retained Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

515

SOCO NO: 20439

Effective 11-86
Form ML-2
(revised 7-92)

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

**NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM**

OIL AND GAS LEASE SERIAL NUMBER 94-00146, effective April 2, 19 94, described completely as follows:

Township 28 North, Range 107 West, 6th P.M.
Section 36: All

RECORDED Jan. 26, 1994 10:20 AM
IN BOOK 104 PAGE 515
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

**265546**

County Sublette Total Acres 640.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent undivided leasehold interest in this lease, described more particularly as:
(undivided leashold/divided leasehold/overriding royalty)

**SAME AS FIRST ABOVE**

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800, (Street: 1670 Broadway, Zip 80202-4838,
50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -
, assignee, with address at:
,
- percent interest in the lease: - percent overriding royalty;
(3) -
, assignee, with address at:
,
- percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS FIRST ABOVE**

containing 640.00 acres. more or less, and retaining 50.00 percent interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO [redacted] unto assignee, its succes[redacted]and assigns, subject to th[redacted]s and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor - Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said Corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

ROBIN D. CLARK NOTARY PUBLIC

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

517

LEASE SERIAL NO. 94-00146

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

**CERTIFICATION AND AGREEMENT**

**Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.**

**Assignee is an** ____ Individual — XX Corporation

____ General Partnership — Other (Describe) _____

____ Limited Partnership

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R. D. Howard
**Assignee's Signature**

P.O. BOX 800, DENVER, CO 80201-0800
**Assignee's Address**

JULY 25, 1996
**Date**

**Signature of all assignees is required**

**Assignee's Signature**

**Assignee's Address**

**Date**

**Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.**

**Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:**

Name: SNYDER OIL CORPORATION
Address 1625 BROADWAY, SUITE 2200
DENVER,CO 80202
Telephone: 303/592-8500

**Segregation Waiver: Agreed designated responsible party, including bond and royalties.**

To be completed by Assignee

**Assigned Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

To be completed by Assignor

**Retained Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

[redacted] [redacted] SOCO NO: [redacted] 20581

Effective 11-86
Form ML-2
(revised 7-92)

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

**NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM**

OIL AND GAS LEASE SERIAL NUMBER 94-00147, effective April 2, 19 94.
described completely as follows:

Township 29 North, Range 107 West, 6th P.M.
Section 13: SW¼SW¼
Section 14: NE¼SE¼

265547

RECORDED Jan. 24 1995 10:20 M
IN BOOK 104 OF 64 PAGE 218
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lawton

County Sublette Total Acres 80.00

**********

ASSIGNOR, SNYDER OIL CORPORATION

with address at 1625 BROADWAY, SUITE 2200
DENVER, CO 80202

being the owner of 100.00 percent OPERATING RIGHTS ONLY
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29 North, Range 107 West, 6th P.M.
Section 14: NE¼SE¼

for good and valuable consideration, hereby assigns to:
(1) AMOCO PRODUCTION COMPANY, assignee, with address at:
P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838), 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at:
-, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY,**

containing 40.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

519

**TO HAVE AND TO HOLD** unto assignee, its successors and assigns, subject to the terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

**IN WITNESS WHEREOF**, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor / Lessee

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

**WITNESS:**

XXXX

Attest:

XXXX
Secretary

**ACKNOWLEDGMENT (For use by Individual)**

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96 before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

ROBIN D. CLARK NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted]94-00147

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual __XX__ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

**Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:**

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

**Segregation Waiver: Agreed designated responsible party, including bond and royalties.**

| To be completed by Assignee | To be completed by Assignor |
|---|---|
| Assigned Portion: _____ | Retained Portion: _____ |
| _____ | _____ |
| Company: _____ | Company: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Telephone: _____ | Telephone: _____ |
| Accepted by: _____ | Accepted by: _____ |

521

SOCO NO: 20580

Effective 11-86
Form ML-2
(revised 7-92)

**RETURN TO:**
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

"OPERATING RIGHTS"

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL AND GAS LEASE INTEREST ASSIGNMENT**

**NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM**

OIL AND GAS LEASE SERIAL NUMBER 94-00148, effective April 2, 19 94.
described completely as follows:

Township 29 North, Range 107 West, 6th P.M.
Section 16: All

10:20

RECORDED Jan. 26, 1994 M
IN BOOK 106 Oto PAGE 521
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

**265548**

County Sublette Total Acres 640.00

**********

ASSIGNOR, **SNYDER OIL CORPORATION**

with address at **1625 BROADWAY, SUITE 2200**
**DENVER, CO 80202**

being the owner of 100.00 percent **OPERATING RIGHTS ONLY**
(undivided leashold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29 North, Range 107 West, 6th P.M.
Section 16: NW¼, SE¼

for good and valuable consideration, hereby assigns to:
(1) **AMOCO PRODUCTION COMPANY**, assignee, with address at: **P.O. BOX 800, DENVER, CO 80201-0800 (Street: 1670 BROADWAY, DENVER, CO 80202-4838)**, 50.00 percent interest in the lease: 00.00 percent overriding royalty;
(2) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;
(3) -, assignee, with address at: -, - percent interest in the lease: - percent overriding royalty;

(totaling 50.00 percent of full leasehold interest), insofar as it covers the following described land:

**SAME AS LAST ABOVE**
**AS TO OPERATING RIGHTS ONLY**

containing 320.00 acres. more or less, and retaining 50.00 percent Operating Rights interest in this lease and reserving unto assignor overriding royalty interest of: NONE
subject to:

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

TO HAVE AND T[redacted] unto assignee, its succes[redacted] and assigns, subject to th[redacted]s and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 25th day of July, 1996, effective as between Assignor and Assignee at 7:00 A. M., July 1, 1996.

SNYDER OIL CORPORATION
Assignor / Lessee

WITNESS:

XXXX

By: Steven G. Van Hook
Title Steven G. Van Hook
Attorney-in-Fact

Attest:

XXXX
Secretary

ACKNOWLEDGMENT (For use by Individual)

State of _____ )
) ss.
County of _____ )

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO )
) ss.
City and County of DENVER )

On this 25th day of July, 19 96, before me personally appeared STEVEN G. VAN HOOK, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of SNYDER OIL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its' Board of Directors, and said STEVEN G. VAN HOOK acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 19 96.

Robin D. Clark
Robin D. Clark, Notary Public

My Commission expires: April 3, 2000

Assignment approved by the Director, State Land and Farm Loan Office: JUL 30 1996

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

523

LEASE SERIAL NO. 94-00148

# STATE OF WYOMING
# BOARD OF LAND COMMISSIONERS
# OIL AND GAS LEASE INTEREST ASSIGNMENT

## CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____XX__ Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership _____

**AMOCO PRODUCTION COMPANY**
R. D. Howard, Attorney-in-fact

R.D. Howard
Assignee's Signature

P.O. BOX 800, DENVER, CO 80201-0800
Assignee's Address

July 25, 1996
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

**Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:**

Name: McMURRY OIL COMPANY
Address P.O. BOX 220
CASPER, WY 82602
Telephone: 307/473-2033

**Segregation Waiver: Agreed designated responsible party, including bond and royalties.**

**To be completed by Assignee**

**Assigned Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

**To be completed by Assignor**

**Retained Portion:** _____

_____

**Company:** _____

**Address:** _____

_____

**Telephone:** _____

**Accepted by:** _____

[redacted] [redacted] [redacted]

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

# ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No. W-133755

Lease Effective Date (Anniversary Date) 3-01-95

New Serial No.

**Type or print plainly in ink and sign in ink.**

## PART A: ASSIGNMENT

1. Assignee* W. Clifton Arbuckle Trust — 11.11% of 7.5% of 8/8ths
   Street W. Clifton Arbuckle Trustee
   City, State, ZIP Code 633 17th St. #1910, 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 |
| T. 28 N., R. 107 W., 6th PM<br>Sec. 23: E½W½, W½SE¼<br>26: W½NE¼<br>Sublette County, WY<br>320.0 acres, more or less | -0- | -0- | -0- | -0- | 7.5% |

265567

RECORDED January 27 1998 9:15 A M
IN BOOK 1016 OTG PAGE 524
FEES $ 10.00 Mary L Lide COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

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)

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.

McLish Resources L. P. — 33.34% of 7.5% of 8/8ths
McLish Petroleum Company, General Partner
633 17th St. #1910
Denver, CO 80202

Gasconade Oil Co. — 22.22% of 7.5% of 8/8ths
633 17th St. #1910
Denver, CO 80202

Elliott A. Riggs Trust — 33.33% of 7.5% of 8/8ths
Elliott A. Riggs Trustee
P.O. Box 711
Farmington, NM 87499

STATE OF COLORADO )
COUNTY OF ) ss:

The foregoing instrument was acknowleged before me this 12th day of January, 1998, by H. P. McLish

Witness my hand and notarial seal.

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

Jaxcene L. Heinze
Notary Public

My Commission Expires:

[illegible] of such claims, including rights of 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 12th day of January, 19 98

Name of Assignor as shown on current lease: H. P. McLish
Please type or print

Assignor H. P. McLish (Signature)
or H. P. McLish
Attorney-in-fact (Signature)

633 17th St. #1910
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 12th day of January, 19 98

W. Clifton Arbuckle Trust

Assignee W. Clifton Arbuckle (Signature)
or W. Clifton Arbuckle, Trustee
Attorney-in-fact (Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-018/85011

[redacted] [redacted] [redacted]

Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current lease _____
Please type or print

Assignor _____
or (Signature)
Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 12th day of January, 19 98

McLish Resources L. P.

Assignee _____
or H.P. McLish (Signature)
Attorney-in-fact _____
(Signature)

Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current lease _____
Please type or print

Assignor _____
or (Signature)
Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 12th day of January, 19 98

Gasconade Oil Co.

Assignee _____
or W. Clifton Arbuckle, Pres. (Signature)
Attorney-in-fact _____
(Signature)

Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current lease _____
Please type or print

Assignor _____
or (Signature)
Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 12th day of January, 19 98

Elliott A. Riggs Trust

Assignee _____
or Elliott A. Riggs, Trustee (Signature)
Attorney-in-fact _____
(Signature)

Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current lease _____
Please type or print

Assignor _____
or (Signature)
Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

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 _____ day of _____, 19

Assignee _____
or (Signature)
Attorney-in-fact _____
(Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

527

# ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned H. P. McLish, a/k/a Holmes P. McLish 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 "1" 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 22nd day of December, 19 97.

H.P. McLish

STATE OF COLORADO )
COUNTY OF Denver ) ss:

The foregoing instrument was acknowleged before me this 22nd day of December, 19 97, by H.P. McLish

Witness my hand and notarial seal.

Notary Public

My Commission Expires:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

265568

RECORDED January 27, 1998 9:15AM
IN BOOK 101 Off 6 PAGE 527
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXHIBIT "A"

1. McLish Resources L. P. — 33.34% of 40% of 6.25% of 8/8ths
   McLish Petroleum Company, General Partner
   633 17th St. #1910
   Denver, CO 80202

2. Elliott A. Riggs Trust — 33.33% of 40% of 6.25% of 8/8ths
   Elliott A. Riggs Trustee
   P.O. Box 711
   Farmington, NM 87499

3. Gasconade Oil Co. — 22.22% of 40% of 6.25% of 8/8ths
   633 17th St. #1910
   Denver, CO 80202

4. W. Clifton Arbuckle Trust — 11.11% of 40% of 6.25% of 8/8ths
   W. Clifton Arbuckle Trustee
   633 17th St. #1910
   Denver, CO 80202

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW131475 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 34 North, Range 112 West<br>Sec. 3: NE/4SE/4<br>Sec. 12: NE/4SE/4<br>Sec. 14: NW/4NE/4,N/2NW/4<br>Sec. 18: E/2SE/4<br>Sec. 19: Lots 2-4,E/2,SE/4NW/4,E/2SW/4<br>Sec. 29: All<br>Sec. 30: Lots 1-4,E/2,E/2W/2<br>Sec. 31: Lots 1-4,E/2,E/2W/2 | 2,750.37 | 2,750.37 | | |
| WYW131553 | ANN M. TRUJILLO | 04/01/94 | 03/31/2004 | Township 35 North, Range 110 West<br>Sec. 1: Lots 1-4,S/2N/2,S/2<br>Sec. 2: Lots 1-4,S/2N/2,S/2 | 1,273.12 | 1,273.12 | | |
| WYW131469 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 110 West<br>Sec. 3: Lots 1-4,S/2N/2,S/2<br>Sec. 4: Lots 1-4,S/2N/2,N/2SW/4,SE/4SW/4,SE/4<br>Sec. 5: Lot 4,SW/4NW/4,W/2SW/4<br>Sec. 6: Lots 1-7,S/2NE/4,SE/4NW/4,E/2SW/4,SE/4 | 1,992.14 | 1,992.14 | | |
| WYW131472 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 111 West<br>Sec. 6: NE/4SW/4,W/2SE/4,SE/4SE/4<br>Sec. 8: W/2SW/4<br>Sec. 17: N/2NW/4 | 320.00 | 320.00 | | |
| WYW131555 | ANN M. TRUJILLO | 04/01/94 | 03/31/2004 | Township 35 North, Range 112 West<br>Sec. 8: SE/4NW/4 | 40.00 | 40.00 | | |
| WYW131473 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 112 West<br>Sec. 20: NE/4NW/4,S/2NW/4,SW/4<br>Sec. 28: N/2<br>Sec. 29: NE/4 | 760.00 | 760.00 | | |
| WYW134439 | ANN M. TRUJILLO | 11/01/94 | 10/31/2004 | Township 36 North, Range 110 West<br>Sec. 20: S/2NE/4<br>Sec. 26: S/2<br>Sec. 27: SE/4<br>Sec. 33: N/2,N/2SW/4,SE 4SW/4,SE/4<br>Sec. 34: All<br>Sec. 35: W/2,SE/4 | 2,280.00 | 2,280.00 | | |

589

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW131474 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 36 North, Range 112 West<br>Sec. 2: Lots 3,4,SW/4NE/4,S/2NW/4<br>Sec. 3: Lots 1,2,S/2NE/4<br>Sec. 4: Lots 2-4,S/2NW/4<br>Sec. 23: NE/4<br>Sec. 25: SE/4SW/4,SW/4SE/4<br>Sec. 27: E/2NE/4<br>Sec. 30: SE/4<br>Sec. 31: E/2NW/4,SE/4 | 1,267.46 | 1,267.46 | | |
| [redacted] | | | | | | | | |
| MARION K. COLE | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/696 |
| BARBARA JEAN SELLS | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/698 |
| [redacted] | | | | | | | | |
| [redacted]ARD F. STEELE, Jr. | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 199.92 | 11/15/94 | 99/694 |
| RUTH ANN STEELE | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 Notth, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/721 |
| [redacted] | | | | | | | | |

530

# ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned H. P. McLish, a/k/a Holmes P. McLish 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 "1" 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 22nd day of December, 19 97.

H.P. McLish

STATE OF COLORADO )
COUNTY OF Denver ) ss:

The foregoing instrument was acknowleged before me this 22nd day of December 19 97, by H.P. McLish

Witness my hand and notarial seal.

Notary Public

My Commission Expires:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

265569

RECORDED January 87 1998 9:15a M
IN BOOK 106 Of6 PAGE 531
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

EXHIBIT "A"

1. McLish Resources L. P. — 33.34% of 60% of 6.25% of 8/8ths
   McLish Petroleum Company, General Partner
   633 17th St. #1910
   Denver, CO 80202

2. Elliott A. Riggs Trust
   Elliott A. Riggs Trustee
   P.O. Box 711
   Farmington, NM 87499
   — 33.33% of 60% of 6.25% of 8/8ths

3. Gasconade Oil Co.
   633 17th St. #1910
   Denver, CO 80202
   — 22.22% of 60% of 6.25% of 8/8ths

4. W. Clifton Arbuckle Trust
   W. Clifton Arbuckle Trustee
   633 17th St. #1910
   Denver, CO 80202
   — 11.11% of 60% of 6.25% of 8/8ths

EXHIBIT "1"

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW131475 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 34 North, Range 112 West<br>Sec. 3: NE/4SE/4<br>Sec. 12: NE/4SE/4<br>Sec. 14: NW/4NE/4,N/2NW/4<br>Sec. 18: E/2SE/4<br>Sec. 19: Lots 2-4,E/2,SE/4NW/4,E/2SW/4<br>Sec. 29: All<br>Sec. 30: Lots 1-4,E/2,E/2W/2<br>Sec. 31: Lots 1-4,E/2,E/2W/2 | 2,750.37 | 2,750.37 | | |
| WYW131553 | ANN M. TRUJILLO | 04/01/94 | 03/31/2004 | Township 35 North, Range 110 West<br>Sec. 1: Lots 1-4,S/2N/2,S/2<br>Sec. 2: Lots 1-4,S/2N/2,S/2 | 1,273.12 | 1,273.12 | | |
| WYW131469 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 110 West<br>Sec. 3: Lots 1-4,S/2N/2,S/2<br>Sec. 4: Lots 1-4,S/2N/2,N/2SW/4,SE/4SW/4,SE/4<br>Sec. 5: Lot 4,SW/4NW/4,W/2SW/4<br>Sec. 6: Lots 1-7,S/2NE/4,SE/4NW/4,E/2SW/4,SE/4 | 1,992.14 | 1,992.14 | | |
| WYW131472 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 111 West<br>Sec. 6: NE/4SW/4,W/2SE/4,SE/4SE/4<br>Sec. 8: W/2SW/4<br>Sec. 17: N/2NW/4 | 320.00 | 320.00 | | |
| WYW131555 | ANN M. TRUJILLO | 04/01/94 | 03/31/2004 | Township 35 North, Range 112 West<br>Sec. 8: SE/4NW/4 | 40.00 | 40.00 | | |
| WYW131473 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 35 North, Range 112 West<br>Sec. 20: NE/4NW/4,S/2NW/4,SW/4<br>Sec. 28: N/2<br>Sec. 29: NE/4 | 760.00 | 760.00 | | |
| WYW134439 | ANN M. TRUJILLO | 11/01/94 | 10/31/2004 | Township 36 North, Range 110 West<br>Sec. 20: S/2NE/4<br>Sec. 26: S/2<br>Sec. 27: SE/4<br>Sec. 33: N/2,N/2SW/4,SE/4SW/4,SE/4<br>Sec. 34: All<br>Sec. 35: W/2,SE/4 | 2,280.00 | 2,280.00 | | |

533

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW131474 | ANN M. TRUJILLO | 02/01/94 | 01/31/2004 | Township 36 North, Range 112 West<br>Sec. 2: Lots 3,4,S/2NE/4,S/2NW/4<br>Sec. 3: Lots 1,2,S/2NE/4<br>Sec. 4: Lots 2-4,S/2NW/4<br>Sec. 23: NE/4<br>Sec. 25: SE/4SW/4,SW/4SE/4<br>Sec. 27: E/2NE/4<br>Sec. 30: SE/4<br>Sec. 31: E/2NW/4,SE/4 | 1,267.46 | 1,267.46 | | |
| MARION K. COLE | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/696 |
| BARBARA JEAN SELLS | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/698 |
| EDWARD F. STEELE, Jr. | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 North, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 199.92 | 11/15/94 | 99/694 |
| RUTH ANN STEELE | H.P. MCLISH | 9/12/94 | 9/12/99 | Township 33 North, Range 109 West<br>Sec. 6: Lot 2<br>Township 34 Notth, Range 109 West<br>Sec. 31: NESW, SE<br>32: SW | 399.84 | 66.64 | 11/15/94 | 99/721 |

534

# ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned H. P. McLish, a/k/a Holmes P. McLish 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 "1" 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 22nd day of December, 19 97.

H.P. McLish

STATE OF COLORADO )
COUNTY OF Denver ) ss:

The foregoing instrument was acknowleged before me this 22nd day of December 19 97, by H.P. McLish

Witness my hand and notarial seal.

Notary Public

My Commission Expires:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

265570

RECORDED January 27 1998 9:15 AM
IN BOOK 106 OTG PAGE 535
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorkin

EXHIBIT "A"

| | | |
|---|---|---|
| 1. | McLish Resources L. P.<br>McLish Petroleum Company, General Partner<br>633 17th St. #1910<br>Denver, CO 80202 | 30.00% of 60% of 6.25% of 8/8ths |
| 2. | Elliott A. Riggs Trust<br>Elliott A. Riggs Trustee<br>P.O. Box 711<br>Farmington, NM 87499 | 30.00% of 60% of 6.25% of 8/8ths |
| 3. | Gasconade Oil Co.<br>633 17th St. #1910<br>Denver, CO 80202 | 30.00% of 60% of 6.25% of 8/8ths |
| 4. | W. Clifton Arbuckle Trust<br>W. Clifton Arbuckle Trustee<br>633 17th St. #1910<br>Denver, CO 80202 | 10.00% of 60% of 6.25% of 8/8ths |

EXHIBIT "1"

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW130234 | H. P. MCLISH | 09/01/93 | 08/31/03 | Township 33 North, Range 109 West<br>Sec. 5: SW/4, SW/4SE/4<br>Sec. 6: SE/4<br>Sec. 7: Lots 2-4, E/2, E/2W/2<br>Sec. 8: All<br>Sec. 17: N/2NE/4 | 1,669.79 | 1,669.79 | | |
| WYW128254 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 33 North, Range 110 West<br>Sec. 1: Lots 2-4, S/2N/2, SW/4, N/2SE/4, SW/4SE/4,N/2SE/4SE/4 SW/4SE/4SE/4<br>Sec. 2: Lots 1-4,S/2N/2,S/2<br>Sec. 3: Lots 1-4,S/2NE/4,SE/4NW/4,NE/4SW/4,SE/4<br>Sec. 10: E/2E/2<br>Sec. 11: All | 2,519.83 | 2,519.83 | | |
| WYW128255 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 33 North, Range 110 West<br>Sec. 12: S/2NE/4NE/4,W/2NE/4 SE/4NE/4,W/2,SE/4<br>Sec. 13: All<br>Sec. 14: All<br>Sec. 15: E/2E/2 | 2,060.00 | 2,060.00 | | |
| WYW130969 | ANN M. TRUJILLO | 12/01/93 | 11/30/03 | Township 33 North, Range 110 West<br>Sec. 24: All<br>Sec. 25: All | 1,280.00 | 1,280.00 | | |

537

EXHIBIT "1"

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW130970 | ANN M. TRUJILLO | 12/01/93 | 11/30/03 | Township 34 North, Range 109 West<br>Sec. 4: Lot 4<br>Sec. 9: E/2SW/4,SE/4 | 281.85 | 281.85 | | |
| WYW131468 | ANN M. TRUJILLO | 04/01/94 | 03/31/04 | Township 34 North, Range 109 West<br>Sec. 17: W/2NW/4,SE/4NW/4,SW/4,W/2SE/4<br>Sec. 18: E/2E/2,NW/4SE/4<br>Sec. 19: NE/4SE/4<br>Township 34 North, Range 110 West<br>Sec. 24: NE/4NE/4<br>Sec. 27: W/2W/2 | 800.00 | 800.00 | | |
| WYW128256 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 34 North, Range 110 West<br>Sec. 33: N/2NE/4,SE/4NE/4,NE/4SE/4<br>Sec. 34: NW/4NE/4,S/2N/2,NW/4NW/4,S/2<br>Sec. 35: NW/4NE/4,S/2N/2,S/2 | 1,240.00 | 1,240.00 | | |
| WYW133769 | ANN M. TRUJILLO | 10/01/94 | 09/30/04 | Township 35 North, Range 109 West<br>Sec. 19: Lots 2-4,6,7,SE/4NW/4,E/2SW/4,S/2SE/4 | 399.48 | 399.48 | | |

538

# ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned H. P. McLish, a/k/a Holmes P. McLish 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 "1" 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 22nd day of December, 19 97.

H.P. McLish

STATE OF COLORADO )
COUNTY OF Denver ) ss:

The foregoing instrument was acknowleged before me this 22nd day of December, 19 97, by H.P. McLish

Witness my hand and notarial seal.

Notary Public

My Commission Expires:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

265571

RECORDED January 27 1998 9:15AM
IN BOOK 101 O&G PAGE 539
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXHIBIT "A"

1. McLish Resources L. P. — 30.00% of 40% of 6.25% of 8/8ths
   McLish Petroleum Company, General Partner
   633 17th St. #1910
   Denver, CO 80202

2. Elliott A. Riggs Trust — 30.00% of 40% of 6.25% of 8/8ths
   Elliott A. Riggs Trustee
   P.O. Box 711
   Farmington, NM 87499

3. Gasconade Oil Co. — 30.00% of 40% of 6.25% of 8/8ths
   633 17th St. #1910
   Denver, CO 80202

4. W. Clifton Arbuckle Trust — 10.00% of 40% of 6.25% of 8/8ths
   W. Clifton Arbuckle Trustee
   633 17th St. #1910
   Denver, CO 80202

EXHIBIT "1"

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW130234 | H. P. MCLISH | 09/01/93 | 08/31/03 | Township 33 North, Range 109 West<br>Sec. 5: SW/4, SW/4SE/4<br>Sec. 6: SE/4<br>Sec. 7: Lots 2-4, E/2, E/2W/2<br>Sec. 8: All<br>Sec. 17: N/2NE/4 | 1,669.79 | 1,669.79 | | |
| WYW128254 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 33 North, Range 110 West<br>Sec. 1: Lots 2-4, S/2N/2, SW/4, N/2SE/4, SW/4SE/4,N/2SE/4SE/4 SW/4SE/4SE/4<br>Sec. 2: Lots 1-4,S/2N/2,S/2<br>Sec. 3: Lots 1-4,S/2NE/4,SE/4NW/4,NE/4SW/4,SE/4<br>Sec. 10: E/2E/2<br>Sec. 11: All | 2,519.83 | 2,519.83 | | |
| WYW128255 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 33 North, Range 110 West<br>Sec. 12: S/2NE/4NE/4,W/2NE/4 SE/4NE/4,W/2,SE/4<br>Sec. 13: All<br>Sec. 14: All<br>Sec. 15: E/2E/2 | 2,060.00 | 2,060.00 | | |
| WYW130969 | ANN M. TRUJILLO | 12/01/93 | 11/30/03 | Township 33 North, Range 110 West<br>Sec. 24: All<br>Sec. 25: All | 1,280.00 | 1,280.00 | | |

541

EXHIBIT "1"

| LESSOR | LESSEE | LSEDATE | EXP DATE | DESCRIPTION | GR ACRES | NET AC | REC. DATE | BK/PAGE |
|---|---|---|---|---|---|---|---|---|
| WYW130970 [redacted] | ANN M. TRUJILLO | 12/01/93 | 11/30/03 | Township 34 North, Range 109 West<br>Sec. 4: Lot 4<br>Sec. 9: E/2SW/4,SE/4 | 281.85 | 281.85 | | |
| WYW131468 | ANN M. TRUJILLO | 04/01/94 | 03/31/04 | Township 34 North, Range 109 West<br>Sec. 17: W/2NW/4,SE/4NW/4,SW/4,W/2SE/4<br>Sec. 18: E/2E/2,NW/4SE/4<br>Sec. 19: NE/4SE/4<br>Township 34 North, Range 110 West<br>Sec. 24: NE/4NE/4<br>Sec. 27: W/2W/2 | 800.00 | 800.00 | | |
| WYW128256 | ANN M. TRUJILLO | 01/01/93 | 12/31/02 | Township 34 North, Range 110 West<br>Sec. 33: N/2NE/4,SE/4NE/4,NE/4SE/4<br>Sec. 34: NW/4NE/4,S/2N/2,NW/4NW/4,S/2<br>Sec. 35: NW/4NE/4,S/2N/2,S/2 | 1,240.00 | 1,240.00 | | |
| WYW133769 [redacted] | ANN M. TRUJILLO | 10/01/94 | 09/30/04 | Township 35 North, Range 109 West<br>Sec. 19: Lots 2-4,6,7,SE/4NW/4,E/2SW/4,S/2SE/4 | 399.48 | 399.48 | | |

[redacted]



42

5

# 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 | ORRI Interest Assigned |
|---|---|
| Stanley Energy W., Inc.<br>1776 Lincoln Street, Suite 410<br>Denver, Colorado 80203 | 3.7500% |
| High Plains Associates, Inc.<br>1557 Ogden Street, Suite 300<br>Denver, Colorado 80218 | 0.5000% |
| Douglas P. Battin<br>122 Plum Creek Place<br>Highlands Ranch, Colorado 80126 | 1.2500% |
| Scott R. Clark<br>9830 Xavier Court<br>Westminster, Colorado 80030 | 1.2500% |
| Mark E. Brown<br>7753 South Hill Drive<br>Littleton, Colorado 80203 | 0.24375% |
| Robert W. McDermott<br>7182 South Harrison Way<br>Littleton, Colorado 80122 | 0.20625% |
| Pepco, Inc.<br>3901 South Cherry Street<br>Englewood, Colorado 80110 | 0.3000% |
| Total ORRI Assigned: | 7.5000% |

If Assignor's interest in the oil and gas leases is less than the entire interest, or if said oil and gas lease covers less than the entire mineral estate, then the overriding royalty interest conveyed hereby shall be reduced proportionately.

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.

265572

RECORDED January 27 1998 10:15AM
IN BOOK 101 OTG PAGE 543
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

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 14th day of January, 1998.

ATTEST:

By: Gretchen Farson
Secretary

STANLEY ENERGY W., INC.

By: Scott R. Clark
Vice President

STANLEY ENERGY W., INC. CORPORATE SEAL COLORADO

STATE OF COLORADO )
) ss.
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14th day of January, 1998 by Scott R. Clark as Vice President of Stanley Energy W., Inc.

Witness my hand and notary seal.

NOTARY PUBLIC STATE OF COLORADO

Notary Public GRETCHEN A FARSON

My commission expires: 10-13-98

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Lease dated January 14, 1998

Sublette County, Wyoming

| Lessor | Lessee | Effective Date | Description | Gross Acres | Recorded Book | Recorded Page |
|---|---|---|---|---|---|---|
| U.S.A. W-141425<br>Bureau of Land Management | Stanley Energy, Inc. | 3/1/1997 | Township 35 North, Range 115 West, 6th P.M.<br>Section 25: All<br>Section 26: All<br>Section 34: All<br>Section 35: All | 2560.00 | n/a | n/a |

645

**ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING**
**OIL AND GAS LEASE: USA-W-134471**
**WY-61,871**

KNOW ALL MEN BY THESE PRESENTS, That JACK J.GRYNBERG
5000 S. QUEBEC, STE. 500
DENVER, COLORADO 80237 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, express or implied, overriding royalty unto the following parties in the amounts shown:

| NAME | ADDRESS | PER CENT |
|---|---|---|
| CELESTE C. GRYNBERG AS TRUSTEE FOR RACHEL SUSAN GRYNBERG BENEFICIARY UNDER THE "RACHEL SUSAN TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0833% OF 8/8THS |
| CELESTE C. GRYNBERG AS TRUSTEE FOR STEPHEN MARK GRYNBERG BENEFICIARY UNDER THE "STEPHEN MARK TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0833% OF 8/8THS |
| CELESTE C. GRYNBERG AS TRUSTEE FOR MIRIAM ZELA GRYNBERG BENEFICIARY UNDER THE "MIRIAM ZELA TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0834% OF 8/8THS |

Whose trust agreement may be found recorded in Denver County Colorado, Book 2049, Pages 71-96

Being in all a total of an undivided 6.25% of 8/8ths (six point twenty-five percent of eight-eights overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of, WYOMING under the above designated oil and gas lease any extension or renewal thereof, to wit:

TOWNSHIP 31 NORTH - RANGE 114 WEST, 6TH PM
Section 2: Lot 1
Section 3: Lots 1-4, S/2N/2, S/2
Section 4: Lots 1-4, S/2N/2, SE/4

265590

RECORDED January 27, 1997 4:00 PM
IN BOOK 106 OF O PAGE 546
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Containing 1100.66 acres, more or less

WITNESS our hands this 7th day of NOVEMBER, 1994

Witness:

_____

_____

JACK J. GRYNBERG

CELESTE C. GRYNBERG (SPOUSE)

STATE OF COLORADO )
)ss
COUNTY OF ARAPAHOE )

On the 7TH day of NOVEMBER, 1994, before me personally appeared JACK J. GRYNBERG AND CELESTE C. GRYNBERG the signors of the above instrument, who acknowledged to me that they executed the same.

MY COMMISSION EXPIRES
MARCH 13, 1998

LINDA L. MAGNUSON, NOTARY PUBLIC
5000 S. QUEBEC, STE. 500 DENVER CO 80237

NOTARY PUBLIC LINDA L. MAGNUSON STATE OF COLORADO

My Commission Expires March 13, 1998

546

547

**ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING**
**OIL AND GAS LEASE: USA-W-133118**
**WY-61,869**

KNOW ALL MEN BY THESE PRESENTS, That GRYNBERG PETROLEUM COMPANY
5000 S. QUEBEC, STE. 500
DENVER, COLORADO 80237 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, express or implied, overriding royalty unto the following parties in the amounts shown:

| NAME | ADDRESS | PER CENT |
|---|---|---|
| CELESTE C. GRYNBERG AS TRUSTEE FOR RACHEL SUSAN GRYNBERG BENEFICIARY UNDER THE "RACHEL SUSAN TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0833% OF 8/8THS |
| CELESTE C. GRYNBERG AS TRUSTEE FOR STEPHEN MARK GRYNBERG BENEFICIARY UNDER THE "STEPHEN MARK TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0833% OF 8/8THS |
| CELESTE C. GRYNBERG AS TRUSTEE FOR MIRIAM ZELA GRYNBERG BENEFICIARY UNDER THE "MIRIAM ZELA TRUST" | 5000 S. QUEBEC STE. 500 DENVER, COLORADO 80237 | 2.0834% OF 8/8THS |

Whose trust agreement may be found recorded in Denver County Colorado, Book 2049, Pages 71-96

Being in all a total of an undivided 6.25% of 8/8ths (six point twenty-five percent of eight-eights overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of, WYOMING under the above designated oil and gas lease any extension or renewal thereof, to wit:

TOWNSHIP 32 NORTH - RANGE 114 WEST, 6TH PM
Section 31: SE/4
Section 33: S/2

265591

RECORDED January 27 1998 4:00 PM
IN BOOK 1016 OF DEEDS PAGE 547
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Bracken

Containing 480.00 acres, more or less
WITNESS our hands this 8th day of AUGUST, 1994

Witness:

_____

JACK J. GRYNBERG
PRESIDENT OF GRYNBERG PETROLEUM CO.

STATE OF COLORADO )
)ss
COUNTY OF ARAPAHOE )

On the 8th day of AUGUST, 1994, before me personally appeared JACK J. GRYNBERG, PRESIDENT OF GRYNBERG PETROLEUM COMPANY the signor of the above instrument, who duly acknowledged to me that he executed the same.

MY COMMISSION EXPIRES:
MARCH 13, 1998

LINDA L. MAGNUSON
NOTARY PUBLIC
STATE OF COLORADO

LINDA L. MAGNUSON, NOTARY PUBLIC
5000 S. QUEBEC, STE. 500 DENVER CO 80237

My Commission Expires March 13, 1998

[redacted] [redacted] [redacted]

☐ **PARTIAL RELEASE OF MORTGAGE**
☒ **FULL RELEASE OF MORTGAGE**

☐ INDIVIDUAL
☒ CORPORATION
☐ PARTNERSHIP

WHEN RECORDED, RETURN TO
BancFirst
P. O. Box 193
Marlow, OK 73055

*IN CONSIDERATION* of the discharge of the indebtedness secured by the mortgage described below (the "Mortgage"), or if a partial release the consideration agreed upon by the parties, the Undersigned Mortgagee or Assignee does by this document release to the extent set forth below that mortgage made by:

Charles W. Brown and Patty N. Brown, Husband and wife

to: BancFirst of Marlow, P. O. Box 193, Marlow, OK 73055
which Mortgage is dated and recorded as follows:

| Date | County and State of Recording | Book Number | Page Number(s) |
|---|---|---|---|
| 8-28-95 | Sublette Co. Wyoming | 102 O&G | 140 |

covering the real estate in above stated county and described as follows:

SEE ATTACHED EXHIBIT "A"

265627
265627

RECORDED January 30 1998 2:50p M
IN BOOK 101 OG PAGE 548
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

This release is of all the described real estate if a full release, and if a partial release of that part described as follows:

**SIGNATURE(S) OF MORTGAGEE(S) OR ASSIGNEE(S)**

Signed and Delivered on this Date:

1-27-98

BancFirst of Marlow
P. O. Box 193
Marlow, OK 73055

D. B. Green, President

**ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT**

*STATE OF OKLAHOMA* }
*COUNTY OF* } SS.

The foregoing instrument was acknowledged before me on this _____ day of _____,

by _____.

My Commission Expires: _____

*NOTARY PUBLIC*

**ACKNOWLEDGMENT FOR AN INDIVIDUAL REPRESENTING A CORPORATION, PARTNERSHIP, LLC, etc.**

*STATE OF OKLAHOMA* }
*COUNTY OF* Stephens } SS.

The foregoing instrument was acknowledged before me on this 27th day of January, 1998,

D. B. Green as President
*TITLE*

of BancFirst of Marlow
*ENTITY*

My Commission Expires: 11-02-01

Karen Sandlin
*NOTARY PUBLIC*

Form 05 0716 I

© Copyright 8/97 American Bank Systems

Attached to and made a p. of that certain Mortgage Of O And Gas Property dated August 10, 1995 by and between Charles W. Brown and Patty N. Brown, as Mortgagor and Banc First as Mortgagee.

549

SUBLETTE COUNTY, WYOMING

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| E-013494 | T29N-R113W-6th P.M.<br>Section 14: S½NW¼, SW¼NE¼<br>Section 23: NE¼ | .25% | Enron |
| | Section 23: SE¼ | .1875% | |
| E-021983 | T29N-R113W-6th P.M.<br>Section 14: NW¼NW¼ | .8335% | Enron |
| E-022239 | T28N-R113W-6th P.M.<br>Section 8: E½, E½W½ | .5% | Enron/Mobil |
| E-022241 | T28N-R113W-6th P.M.<br>Section 22: Lot 1, N½, SW¼, NW¼SE¼<br>Section 27: S½SW¼ | 1.121875% | Enron/Mobil |
| E-022281 | T28N-R113W-6th P.M.<br>Section 27: Lots 1, 4, 5, 7 and 8 | 1.25% | Mobil |
| E-022285 | T28N-R113W-6th P.M.<br>Section 9: All | 1.21875% | Mobil |
| E-022755 | T28N-R113W-6th P.M.<br>Section 11: W½ | 1.2578125% | Enron |
| E-022756 | T28N-R113W-6th P.M.<br>Section 14: W½ | .1796875% | Enron |
| E-022937 | T28N-R114W-6th P.M.<br>Section 13: W½SW¼<br>Section 14: NE¼NE¼, SE¼<br>Section 23: E½E½, NW¼NE¼<br>Section 24: W½<br>Section 25: NW¼, W½E½, NE¼SW¼ | .75% | Mobil |
| E-023340 | T28N-R112W-6th P.M.<br>Section 8: NW¼, W½SW¼ | 1.296875% | Enron |
| E-023584 | T28N-R113W-6th P.M.<br>Section 23: Lot 4, W½NW¼ | .2890625% | Enron |
| E-023646 | T28N-R113W-6th P.M.<br>Section 7: NE¼, N½SE¼, SE¼SE¼<br>Section 18: E½NE¼ | 2.5% | Mobil |
| E-024241 | T28N-R113W-6th P.M.<br>Section 1: Lots 5, 6, 9-11, SW¼NE¼, W½SE¼<br>Section 12: All<br>Section 13: Lots 1-3, W½E½, NW¼ | .875% | Enron |
| E-024353<br>(E-022239) | T28N-R113W-6th P.M.<br>Section 20: Lots 6-8, Tract 43-B, E½SW¼, SW¼SE¼ | .625% | Enron/Mobil |
| E-024354 | T29N-R112W-6th P.M.<br>Section 33: E½NE¼, SE¼<br>Section 34: All | 1.2578125% | Enron |

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| E-024355 | T29N-R112W-6th P.M.<br>Section 32: E½, E½W½<br>Section 33: W½, W½NE¼ | 1.2578125% | Enron |
| E-024445 | T30N-R112W-6th P.M.<br>Section 19: E½SW¼ | 1%<br>(excluding stray 3 and 4 of Sands Almy Formation) | Enron |
| E-024469 | T28N-R112W-6th P.M.<br>Section 17: N½NE¼, E½SE¼, SW¼SE¼<br>Section 20: E½<br>Section 21: All | 1.115625% | Enron |
| E-024470 | T29N-R112W-6th P.M.<br>Section 27: All<br>Section 28: All<br>Section 29: All | .984375% | Enron |
| E-024528 | T28N-R112W-6th P.M.<br>Section 28: W½NE¼, SE¼NE¼, W½, SE¼<br>Section 29: E½E½ | .984375% | Enron |
| E-024538-A<br>(E-024538) | T30N-R113W-6th P.M.<br>Section 13: SW¼ | 1% | Enron |
| E-024735 | T28N-R112W-6th P.M.<br>Section 6: Lot 2 | 1.2578125% | Enron |
| E-024756 | T28N-R113W-6th P.M.<br>Section 23: Lots 5-7<br>Section 24: Lots 5-8, Tracts 46A, B<br>Section 25: All | .76875% | Enron |
| E-024756-A<br>(E-024756) | T28N-R113W-6th P.M.<br>Section 24: Lot 2 | 1.0390625% | Enron |
| E-024792 | T28N-R113W-6th P.M.<br>Section 34: Lot 2 | 1.25% | Enron |
| E-024966 | T30N-R113W-6th P.M.<br>Section 23: E½, E½W½, SW¼NW¼, W½SW¼ | 1.25% | Enron |
| E-024966-A | T30N-R113W-6th P.M.<br>Section 23: NW¼NW¼ | 1.25% | Enron |
| E-025930 | T29N-R113W-6th P.M.<br>Section 23: E½W½ | .5% | Enron |
| E-025991 | T29N-R113W-6th P.M.<br>Section 34: All | .25%<br>Sur. to 1500' | Enron |
| E-026038-A<br>(E-206038) | T29N-R113W-6th P.M.<br>Section 21: E½<br>Section 27: NW¼NW¼<br>Section 28: N½NE¼ | .125% | Enron |
| E-026053 | T29N-R113W-6th P.M.<br>Section 35: NE¼ | .59375% | Enron |
| E-026175 | T28N-R112W-6th P.M.<br>Section 4: Lots 1-3, 6-11, SE¼, E½SW¼, SW¼SW¼ | 1.3125% | Enron |

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| E-026216 | T29N-R112W-6th P.M.<br>Section 32: W½SW¼ | .1796875% | Enron |
| W-0125384<br>(E-024241) | T28N-R113W-6th P.M.<br>Section 11: E½<br>Section 13: SW¼<br>Section 14: E½ | .125% | Enron |
| W-0125385<br>(E-024469) | T28N-R112W-6th P.M.<br>Section 19: Lots 3, 4 | .159375% | Enron |
| W-0125388<br>(E-024756-A) | T28N-R113W-6th P.M.<br>Section 23: Lots 1-3, N½NE¼ NE¼NW¼<br>Section 24: Lots 3, 4 | .1796875% | Enron |
| W-0125389 | T29N-R112W-6th P.M.<br>Section 19: Lots 2-4, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SE¼ | .140625% | Enron |
| W-0125390<br>(E-026216) | T29N-R112W-6th P.M.<br>Section 30: Lots 1-4, W½NE¼, SE¼NE¼, E½W½, SE¼<br>Section 31: All | .1796875% | Enron |
| W-0125391<br>(W-014052) | T28N-R113W-6th P.M.<br>Section 2: Lots 5, 6 | .176875% | Enron |
| W-01332 | T29N-R113W-6th P.M.<br>Section 26: S½NE¼, SE¼NW¼, SE¼ | .71875% | Enron |
| W-0136177<br>(W-05504) | T30N-R113W-6th P.M.<br>Section 22: SE¼ | 1.35% | Enron |
| W-0136178<br>(W-06206) | T30N-R113W-6th P.M.<br>Section 21: S½ | .15% | Enron |
| W-014051 | T28N-R113W-6th P.M.<br>Section 2: Lot 8 | .1875% | Enron |
| W-014052 | T28N-R113W-6th P.M.<br>Section 1: Lots 7, 8 | .1796875% | Enron |
| W-01495 | T28N-R113W-6th P.M.<br>Section 18: Lots 5-18, W½SE¼<br>T29N-R113W-6th P.M.<br>Section 31: SE¼SW¼, S½SE¼<br>T28N-R114W-6th P.M.<br>Section 2: E½SE¼ (Lots 13 & 20)<br>Section 12: S½NW¼, E½SW¼<br>Section 13: NE¼, E½SE¼ | .5% | Enron/Mobil |
| W-01768 | T29N-R113W-6th P.M.<br>Section 31: N½SE¼ | 2.5% | |
| W-0189 | T29N-R113W-6th P.M.<br>Section 25: N½NE¼ | .125% | Enron |
| W-02274 | T30N-R113W-6th P.M.<br>Section 13: NE¼NW¼, S½NW¼<br>Section 24: E½, E½NW¼, NE¼SW¼ | 1% | Enron |

[redacted] [redacted] [redacted]

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| W-02274-A<br>(W-02274) | T30N-R113W-6th P.M.<br>Section 13: NW¼NW¼ | 1% | Enron |
| W-0231769<br>(E-026216) | T29N-R112W-6th P.M.<br>Section 32: W½NW¼ | 1.078125% | Enron |
| W-0231770<br>(W-0189) | T29N-R113W-6th P.M.<br>Section 25: NW¼NW¼ | .125% | Enron |
| W-0231771<br>(W-02683) | T29N-R113W-6th P.M.<br>Section 25: W½SW¼ | .75% | Enron |
| W-0231773<br>(W-014052) | T28N-R113W-6th P.M.<br>Section 1: S½NW¼, SW¼ | 1.078125% | Enron |
| W-0231774<br>(W-0125391) | T28N-R113W-6th P.M.<br>Section 2: S½NE¼, SE¼ | 1.078125% | Enron |
| W-02683 | T29N-R113W-6th P.M.<br>Section 25: E½SW¼, SW¼SE¼ | .75% | Enron |
| W-02736 | T31N-R113W-6th P.M.<br>Section 28: SW¼NW¼, NW¼SW¼<br>Section 29: All<br>Section 31: All<br>Section 32: All<br>Section 33: SW¼NE¼, W½NW¼,<br>SE¼NW¼, S½ | .1796875% | Enron |
| W-02736-A<br>(W-02736) | T31N-R113W-6th P.M.<br>Section 28: SW¼SW¼ | .1796875% | Enron |
| W-02985<br>(E-024756) | T28N-R113W-6th P.M.<br>Section 35: Lots 1-7, W½NE¼,<br>N½NW¼, SW¼NW¼,<br>N½SW¼, NW¼SE¼ | 1.21875% | Enron |
| W-02985-A<br>(W-02985) | T28N-R113W-6th P.M.<br>Section 35: SE¼NW¼ | 1.21875% | Enron |
| W-03064 | T29N-R113W-6th P.M.<br>Section 31: NE¼SW¼ | 2.5% | Mobil |
| W-031992<br>(W-0189) | T29N-R113W-6th P.M.<br>Section 26: N½NE¼, NE¼NW¼ | .125% | Enron |
| W-04101 | T30N-R112W-6th P.M.<br>Section 20: E½NE¼ | 2.203125% | Enron |
| W-04226 | T30N-R113W-6th P.M.<br>Section 28: NE¼NW¼, S½NW¼,<br>SW¼ | 1.4% | Enron |
| W-04628 | T30N-R113W-6th P.M.<br>Section 8: E½, NW¼<br>Section 17: E½ | 1% | Enron |
| W-046892 | T28N-R113W-6th P.M.<br>Section 34: Lots 3, 4,<br>E½NE¼, SW¼NE¼,<br>N½SE¼ | 1.25% | Enron |
| W-053447<br>(E-024468) | T29N-R112W-6th P.M.<br>Section 23: S½SW¼, SW¼SE¼ | .84375% | Enron |

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| W-05504 | T30N-R113W-6th P.M.<br>Section 14: NE¼, NE¼SE¼ | 1.35% | Enron |
| | Section 14: NE¼SE¼ | 2.2875% | Enron |
| W-06206 | T30N-R113W-6th P.M.<br>Section 9: SE¼ | 1.35% | Enron |
| | Section 9: NE¼ | 1.0875% | |
| | Section 15: N½, N½SW¼, SE¼SW¼, SE¼ | .15% | |
| W-07828 | T28N-R113W-6th P.M.<br>Section 3: Lots 7, 8, S½NW¼, N½SW¼ | .375% | Enron |
| W-08056<br>(E-022241) | T28N-R113W-6th P.M.<br>Section 34: NW¼NE¼, E½NW¼, NE¼SW¼ | 1.121875% | Enron/Mobil |
| W-10674<br>(E-013494) | T29N-R113W-6th P.M.<br>Section 14: SE¼NE¼<br>Section 15: S½, S½N½ | .25% | Enron |
| | Section 14: E½SE¼ | .50% | |
| W-10676<br>(E-025930) | T29N-R113W-6th P.M.<br>Section 13: SW¼NE¼, S½NW¼, N½SW¼, SW¼SW¼<br>Section 23: W½W½ | .5% | Enron |
| W-10677<br>(W-01332) | T29N-R113W-6Tth P.M.<br>Section 26: SW¼NW¼, SW¼<br>Section 27: S½NE¼, SE¼NW¼, S½SE¼ | .71875% | Enron |
| W-10678<br>(W-02683) | T29N-R113W-6th P.M.<br>Section 25: S½NE¼, N½SE¼, SE¼SE¼ | .75% | Enron |
| W-10679<br>(W-07828) | T28N-R113W-6th P.M.<br>Section 3: S½SW¼ | .375% | Enron |
| W-10680<br>(W-014051) | T28N-R113W-6th P.M.<br>Section 2: Lot 7 | 1.125% | Enron |
| W-10681<br>(W-031992) | T29N-R113W-6th P.M.<br>Section 22: E½<br>Section 26: NW¼NW¼<br>Section 27: N½NE¼ | .125% | Enron |
| W-10682<br>(W-0231770) | T29N-R113W-6th P.M.<br>Section 22: W½<br>Section 24: S½NE¼, NW¼, S½<br>Section 25: NE¼NW¼<br>Section 27: NE¼NW¼ | .125% | Enron |
| W-16769<br>(E-024445) | T30N-R112W-6th P.M.<br>Section 19: Lots 1-4 | 2.203125% | Enron |
| W-21123<br>(W-05504) | T30N-R113W-6th P.M.<br>Section 22: W½NW¼ | 1.35% | Enron |

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| W-21125<br>(W-06206) | T30N-R113W-6th P.M.<br>Section 9: W½<br>Section 15: SW¼SW¼<br>Section 21: NW¼ | 1.35% | Enron |
| | Section 21: NE¼ | 2.2875% | |
| W-21127<br>(W-0136175) | T30N-R113W-6th P.M.<br>Section 27: NW¼, S½<br>Section 34: N½ | .75% | |
| W-21128<br>(W-0136177) | T30N-R113W-6th P.M.<br>Section 22: SW¼ | 1.35% | Enron |
| W-27644<br>(W-02274) | T30N-R113W-6th P.M.<br>Section 11: E½<br>Section 24: W½W½, SE¼SW¼ | 1% | Enron |
| W-27645<br>(W-05504) | T30N-R113W-6th P.M.<br>Section 10: All<br>Section 14: W½E½, W½, SE¼SE¼<br>Section 22: NE¼, E½NW¼ | .15% | Enron |
| W-48906<br>(E-024353) | T28N-R113W-6th P.M.<br>Section 20: NW¼SW¼ | .625% | Enron/Mobil |
| | Section 14: W½SE¼, NW¼, SE¼SE¼ | 1.0875% | |
| W-53496<br>(E-024528) | T28N-R112W-6th P.M.<br>Section 29: W½E½, SW¼, E½NW¼, SW¼NW¼<br>Section 30: SE¼<br>Section 31: NE¼<br>Section 32: W½NW¼ | .984375% | Enron |
| | Section 29: NW¼NW¼<br>Section 30: Lots 2-4, NE¼, E½W½<br>Section 31: Lots 1-3, SE¼, E½W½ | .140625% | |
| W-53497<br>(E-026175) | T28N-R112W-6th P.M.<br>Section 8: E½, E½W½<br>Section 9: All | 1.3125% | Enron |
| W-53499<br>(W-053447) | T29N-R112W-6th P.M.<br>Section 22: S½NE¼, SW¼NW¼, S½<br>Section 23: N½, N½S½, SE¼SE¼<br>Section 26: NE¼NE¼ | .84375% | Enron |
| W-92216<br>(E-023340) | T28N-R112W-6th P.M.<br>Section 5: Lots 1-12, S½ (All)<br>Section 6: Lots 1, 3-18, E½SW¼, SE¼<br>Section 7: Lots 1-4, E½, E½W¼ (All) | 1.296875% | Enron |

| LEASE NUMBER | DESCRIPTION | PERCENTAGE | COMPANY |
|---|---|---|---|
| W-92217<br>(E-024469) | T28N-R112W-6th P.M.<br>Section 17: SE¼SW¼<br>Section 18: Lots 1-3, NE¼SW¼, E½NW¼<br>Section 19: E½E½<br>Section 20: W½ | .159375% | Enron |
| | Section 17: N½NW¼<br>Section 18: NE¼<br>Section 19: SW¼NE¼, E½SW¼, W½SE¼ | 1.115625% | |
| W-92219<br>(W-53497) | T28N-R112W-6th P.M.<br>Section 4: Lots 4, 5, 12, NW¼SW¼ | 1.3125% | Enron |

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# FARMOUT AGREEMENT

This Farmout Agreement is made and entered into this 27th day of January, 1998, by and between Starwood, Inc., a Texas Corporation, 100 Elk Run Drive, Suite 215, P. 0. Box 200, Basalt, Colorado 81621, hereinafter referred to as "Starwood"; and Aztec Energy Corporation, a Utah Corporation, 745 E. Mulberry, Suite 870, San Antonio, Texas 78212, hereinafter referred to as "Aztec".

## WITNESSETH:

WHEREAS, Starwood is the owner of certain leasehold rights, titles, and interest in and to oil and gas leases in the Hoback Basin area of Sublette County, Wyoming and referred to as "Contract Area", consisting of approximately 60,000 acres, more or less, before farmin agreements; and

WHEREAS, Aztec desires to enter into an agreement to drill a farmout exploration well to earn thereby assignment of certain lease rights in the Contract Area, which lease rights consist of Starwood's remaining right, title and interest in its oil and gas leases in Sublette County after the acreage described in Exhibits 1-7 is deducted, and which remaining acreage shall be specifically described in an Annex "A" to this Agreement which shall be jointly approved by the parties hereto as evidenced by their initials and attachment of such Annex "A" to this Agreement within a reasonable time after the execution of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Aztec shall drill and complete, as set out below, an exploration well (Exploration Well) on the lands that are direct offsetting checkerboards of the lands described in Exhibit "A" of the STARWOOD, GREEN PINEY UNIT, FEE LEASES FARMIN AGREEMENT, hereinafter referred to as "Ultra Green Piney Farmin" (Exhibit 1 of this Agreement). The well shall be on a Starwood lease that is part of Starwood's reserved checkerboard lease acreage resulting from the Ultra Green Piney Farmin. Aztec agrees to commence drilling this Exploration Well no later than May 31, 1998. If Aztec successfully drills and completes this Exploration Well as a well capable of producing in paying quantities, as herein below defined, Aztec shall receive assignment from Starwood of all its leasehold rights, title, and interest in the drill site quarter section which consists of the 160 acre drilling block of the well as defined in the UNIT OPERATING AGREEMENT, GREEN PINEY UNIT AREA (Exhibit 8).

2. Subsequent to the Exploration Well, Aztec shall have the option, but not the obligation, to drill an additional five wells, herein referred to as "Option Wells", on Starwood leases then available in the Contract Area under the same terms of the Exploration Well. The drilling of the second well must be commenced no later than

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IN BOOK 107 OR6 PAGE 556
FEES $ 144.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Jacton

Cancellation of Farmout Agree. Bk 107 OR6 Pg 642 5/19/98
556

12 months after the completion of the Exploration Well described in paragraph 1 and each subsequent Option Well must be commenced within 12 months after the completion of the previous well. If Aztec does not timely drill the Option Wells provided for in this paragraph and the Exploration Well provided for in paragraph 1., then Aztec's option to drill any Option Wells provided for in this Agreement is thereby terminated.

3. Upon commencement of drilling operations of the Exploration Well, Starwood shall be deemed to relinquish to Aztec all of Starwood's interest in said well, the operating rights, and material and equipment relative thereto and its share of production therefrom until payout; after payout, Starwood shall back in for a 12.50% working interest. Starwood shall own and shall be paid a proportionate inclusive overriding royalty of twelve and one-half percent (12.50%) of 8/8ths of all production which is obtained, saved, and marketed from said well and the acreage which is allocated to it. Starwood will deliver a 75% net revenue interest to Aztec for the Exploration Well and all Option Wells.

4. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmout Agreement.

5. <u>SUBSTITUTE WELLS</u>

If Aztec is not successful in drilling and completing the Exploration Well, as provided for in paragraph 1 and/or any of each of the five remaining Option Wells as a well capable of producing oil and/or gas in paying quantities as herein defined, then Aztec has the right, but not the obligation, to commence drilling a substitute well within six months after abandonment of said well, at a location of Aztec's choice on any of the lands in the Contract Area on the then available Starwood leases.

6. <u>COSTS, INDEMNITY AND INSURANCE</u>

The entire cost, risk, and expense of drilling, testing, completing, and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmout Agreement shall be borne solely by Aztec. Aztec further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Aztec's operation of any well drilled pursuant to the terms of this Farmout Agreement.

Aztec shall pay to Starwood for each well drilled under this Farmout Agreement and before any such well is spudded $16,000 to cover the costs associated with Starwood's consultant, C.P. Hoover's, expertise for each well drilled herein. In the event such amount is not fair or equitable to C.P. Hoover when compared with the amount of time, work and benefit he provides as a consultant and in relation to fees paid to others on a consulting basis in the area covered by this Agreement, Aztec, in consultation and agreement with Starwood, shall determine an additional amount of consideration to cover such additional cost. Aztec shall pay for any travel expenses for C.P. Hoover that Aztec may require.

7. STARWOOD WORKING INTEREST RESERVATION

Starwood, or its assigns, reserves the right to participate with Aztec in up to ten (10) percent of the working interest in each well subject to this Farmout Agreement, on a well by well election, such election being made prior to the commencement of drilling each well.

8. STARWOOD LIMITATIONS ON ACREAGE COMMITMENTS

Nothing herein withstanding to the contrary, nothing shall restrict Starwood's right to negotiate and enter into agreements that commit Starwood's lease acreage in the Contract Area. Starwood will notify Aztec if any new agreements are made and will provide Aztec copies of such agreements so that the Starwood leases available for Aztec to choose to drill on in accordance with the terms of this Farmout Agreement are determinable. All the existing agreements concerning Starwood leases to date which may provide offsetting locations to proposed wells are: (1) Starwood, Green Piney Unit, Fee Leases Farmin Agreement (Exhibit 1 ), (2) Anschutz, January 16, 1998, Option Farmout Request (Exhibit 2), (3) Starwood, Alpine Tech Unit, Farmin Agreement (Exhibit 3), Ultra & Starwood, Church Prospect, Fee Lease Farmin Agreement (Exhibit 4), Ultra Farmin Agreement, aka Ft. Bonneville Unit Agreement (Exhibit 5), Farmout Agreement (Exhibit 6), and Chevron Conditional Assignment and Cross Assignment (Exhibit 7).

9. WELL INFORMATION REQUIREMENTS

On all the wells drilled by Aztec subject to this Farmout Agreement, Aztec will provide Starwood with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well-drilling and completion information acquired from such wells. Starwood's representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Starwood's risk.

10. WELL TAKE OVER

If, after drilling and testing operations are completed for any well subject to this Farmout Agreement, and Aztec elects to plug and abandon said well(s), Aztec shall give prompt notice to Starwood of Aztec's intention to do so. Starwood then shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Aztec and Starwood may tender the respective notice and/or response by telephone, FAX transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Starwood during said period, Starwood shall deemed to have declined, and Aztec shall proceed to plug and abandon the well.

If Starwood elects to take over said well, Aztec shall prepare a well-bore assignment to Starwood, conveying Aztec's interest to Starwood in the material and equipment associated herewith. In the event of take over, Starwood's operations on such well from and after the date of take over shall be at Starwood's sole cost, risk, and expense.

In the event that Starwood's take over operations are unsuccessful and do not establish production in paying quantities, Starwood shall pay the reasonable salvage value of Aztec's interest in the well, materials, and equipment associated therewith at the time of take over, less Starwood's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

11. RESTORATION OF PREMISES

For any well drilled subject to this Farmout Agreement, Aztec shall observe and comply with all lease obligations and Aztec shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.

12. SURRENDER OR ABANDONMENT

If, Aztec, following delivery of an assignment hereunder, should elect to surrender or abandon Starwood's leases or any well subject to the terms of this Farmout Agreement, Aztec shall give Starwood and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Aztec's interest herein. If Starwood so elects, Aztec shall assign such interest to Starwood. If Starwood does not so elect, then such reassignment rights as may have

[redacted] [redacted] [redacted]

been reserved in the lease assignments to Starwood must be offered to such lease assignors.

13. APPLICABLE LAWS

This Farmout Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until all parties named herein have executed it.

14. NOTICES/ INFORMATION

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

Aztec Energy Corporation
745 E. Mulberry, Suite 870
San Antonio, Texas 78212
Attention: Dan C. Perry, President
Telephone: (210) 736-2220
FAX: (210) 736-2229

Starwood, Inc.
100 Elk run Drive, Suite 215
P.O. Box 200
Basalt, Colorado 81621
Attention: Don R. Holloway, President
Telephone: (970) 927-9059
FAX: (970) 927-4997

15. ASSIGNABILITY

Neither this Farmout Agreement nor any rights hereunder shall be assigned by Aztec to any third party, prior to earning an assignment of interest without the prior written consent of Starwood, which such consent shall not be unreasonably withheld. If Starwood gives such written consent, all of the terms, conditions and covenants of this Farmout Agreement shall be binding upon any assigned just as though assignee had executed this Farmout Agreement as a party hereto. Aztec

agrees to furnish to Starwood a copy of any such assignment (s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

16. EFFECT OF AGREEMENT

The terms, provisions and conditions of the Farmout Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Aztec shall obtain and pay or reimburse Starwood, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations and orders in connection with conducting operations hereunder, including, without limitation, the Fair labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Aztec shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, promulgated pursuant thereto. Aztec agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by referenced and shall be binding upon Aztec to the same extent as if copied in full herein.

This Farmout Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Aztec as the agent for Starwood.

Each of the parties hereto elects, under the authority of Section 761 (a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Starwood is hereby authorized to execute and file on behalf of itself such elections with the appropriate governmental agencies.

17. CONFLICT OF INTEREST

This Farmout Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmout Agreement shall extend to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event that any dispute arises concerning the terms of this agreement or the non payment of any sums of money under this agreement, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees from the other party.

Executed and effective as of this 27th day of January, 1998.

STARWOOD, INC.

By: _____
Don R. Holloway
President

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
President

STATE OF COLORADO )
)
) ss.
)
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of January, 1998, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally know to be the identical person who signed the name of the maker thereof to the within and forgoing 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 said corporation, for the uses and purposes therein set forth.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

NOTARY PUBLIC TIM ADAMS STATE OF COLORADO

_____
Notary Public

My Commission Expires:

My Commission expires:
September 15, 2001



562

STATE OF TEXAS )
)
) ss.
)
COUNTY OF BEXAR )

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of January, 1998, personally appeared Dan C. Perry, President of AZTEC ENERGY CORPORATION, a Utah corporation, to me personally know to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

Christina C Vance
Notary Public, State of Texas

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

Exhibit 1

# Ultra Petroleum Corp.

UNION PACIFIC PETROLEUM

STARWOOD, GREEN PINEY UNIT, FEE LEASES FARMIN AGREEMENT

This Farmin Agreement is made and entered into this 6th day of October, 1997, by and between Starwood, Inc. 100 Elk Run Drive, Suite 215, P.O. Box 200, Basalt, Colorado 81621, hereinafter referred to as "Starwood"; and Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado, 80112, hereinafter referred to as "Ultra".

WITNESSETH:

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, titles, and interest in and to oil and gas leases on the lands described in Exhibit "A," and "B" attached hereto and made a part hereof and referred to as "Contract Area", consisting of approximately 2,786.62 acres, more or less; and

WHEREAS, Ultra desires to enter into an agreement to drill a series of farmin exploration wells and to earn thereby assignment of certain lease rights in the Contract Area; and

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Ultra shall drill and complete, as set out below, an exploration well on the lands of a Starwood lease in the SW of Section 27 Township 32 North, Range 111 West, of Sublette County, Wyoming, drilling according to the Green Piney Unit specifications to a depth of at least 1,500 feet below the top of the Mesaverde formation, as herein defined, but with no obligation to drill below 12,500 feet. Ultra agrees to commence drilling this initial well no later than December 31, 1997. If Ultra successfully drills and completes this initial well as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall receive assignment from Starwood of all of its leasehold rights, title, and interest in the drill site quarter section and in an additional 11 quarter sections in a checkerboard pattern on Starwood's lands as described in Exhibit "A".

2. Ultra shall have the continuing option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, a second well on land within Exhibit "B" to earn 6 symmetrically checkerboard quarter sections of Starwood's Lands described in Exhibit "B". The drilling of the second well must be commenced within 6 months after the completion of the first well described in paragraph 1., and thereafter continue drilling diligently according to unit specifications, to a depth of at least 1,500 feet below the top of the Mesaverde formation, with no obligation to drill below 12,500 feet. If Ultra does not timely drill the well provided for in this paragraph and the well provided for in paragraph 1 above, then Ultra's farmin earning option to drill that well and any subsequent well provided for in these paragraphs is thereby terminated.

304 Inverness Way South, Suite 295, Englewood, CO 80112
Telephone 303-708-9740 Facsimile 303-708-9748

3. On the lands on which Ultra earns by the drilling of the initial and subsequent farmout wells, as set forth in paragraphs 1 and 2 above, Ultra will earn and receive assignment of operating rights and working interest in all zones below 8,000 feet and above 16,500 feet. Consequently, Starwood retains the operating rights and working interest in all zones above 8,000 feet plus the operating rights and working interest in all zones below 16,500 feet. On all such lands hereby earned by Ultra, Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering thereby an 80% Net Revenue Interest.

4. Upon signing this agreement, Ultra shall deliver to Starwood $150,000 as a signing bonus. Starwood will use its best efforts to pay all lease rentals on the portions of the leases on lands subject to this Farmin Agreement, and Ultra will reimburse Starwood all of such lease rental costs until such time as the earned lease interests are assigned to Ultra or, alternatively, until Ultra's option to earn such lease interests by Farmin Agreement is terminated.

5. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would, in the opinion of the Bureau of Land Management, economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmin Agreement.

6. For the purpose of this Agreement, the top of the Mesaverde formation is hereby defined as the stratigraphic equivalent of the formation characteristics identified at the depth of 10,400 feet on the logs of the Cottonwood #32-33 drilled by Ultra in the SW/4 NE/4 Section 33, Township 32 North, Range 111 West in Sublette County, Wyoming.

7. SUBSTITUTE WELL

If Ultra is not successful in drilling and completing the initial well, and/or the subsequent earning well(s), as provided for in paragraphs 1 and 2, as a well capable of producing oil and/or gas in paying quantities as herein defined, then Ultra has the right, but not the obligation, to commence drilling a substitute well within sixty (60) days after abandonment of said well, but no later than ninety (90) days after reaching total depth in said well, at a location of Ultra's choice on any of the lands described above as the Contract Area for that well in an attempt to complete a well capable of producing oil and/or gas in paying quantities, which then becomes the earning well to earn the lands of the Contract Area for said well. The Substitute Well shall be considered and treated for all purposes hereof as though it were the well for which that well is the substitute well.

8. COSTS, INDEMNITY AND INSURANCE:

The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmin Agreement shall be borne solely by Ultra. Ultra further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Ultra's operation of any well drilled pursuant to the terms of this Farmin Agreement.

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9. THREE-D SEISMIC & WELL INFORMATION REQUIREMENTS:

Ultra agrees to provide free of charge all Ultra owned Seismic information, on the Contract Area Lands, to Starwood. On all wells drilled by Ultra on the Contract Area lands, Ultra will provide Starwood with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well-drilling and completion information acquired from such wells. Starwood's representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Starwood's risk and expense.

10. WELL TAKE OVER:

If, after drilling and testing operations are completed for the first well, and/or the second subsequent well drilled within the Contract Area, as provided above in paragraphs 1 and 2 and Ultra elects to plug and abandon said well(s), Ultra shall give prompt notice to Starwood of Ultra's intention to do so. Starwood shall then have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Ultra and Starwood may tender the respective notice and/or response by telephone, FAX transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Starwood during said period, Starwood shall be deemed to have declined, and Ultra shall proceed to plug and abandon the well.

If Starwood elects to take over said well, Ultra shall prepare a well-bore assignment to Starwood, conveying Ultra's interest to Starwood in the material and equipment associated therewith. In the event of take over, Starwood's operations on such well from and after the date of take over shall be at Starwood's sole cost, risk, and expense, and all of Starwood's completion operations shall be done on a confidential basis without disclosure to Ultra unless or until a mutually acceptable confidentiality disclosure agreement has been signed by Ultra.

In the event that Starwood's take over operations are unsuccessful and do not establish production in paying quantities, Starwood shall pay the reasonable salvage value of Ultra's interest in the well, materials, and equipment associated therewith at the time of take over, less Starwood's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

11. RESTORATION OF PREMISES:

For any well drilled on the Contract Area, Ultra shall observe and comply with all lease obligations and Ultra shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.



JR

12. SURRENDER OR ABANDONMENT:

If Ultra, following delivery of an assignment hereunder, should elect to surrender or abandon Starwood's leases or any well located on the Contract Area, Ultra shall give Starwood and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Ultra's interest therein. If Starwood so elects, Ultra shall assign such interest to Starwood. If Starwood does not so elect, then such reassignment rights as may have been reserved in the lease assignments to Starwood must be offered to such lease assignors.

13. GAS PROCESSING AND GATHERING:

Upon establishment of production, Ultra shall have the right but not the obligation to construct and operate any gas processing plant(s) and gathering system(s) for any production from the Contract Area owned, in kind, by Ultra, or its assignee.

14. APPLICABLE LAWS:

This Farmin Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until it has been executed by all parties named herein.

15. NOTICES/INFORMATION:

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

Ultra Resources, Inc.
304 Inverness Way South,
Suite 295
Englewood, Colorado 80112

Attention: Jerry Albertus, President
Telephone: (303) 708-9740
FAX: (303) 708-9748

Starwood, Inc.
100 Elk Run Drive, Suite 215
P.O. Box 200
Basalt, Colorado 81621

Attention: Don R. Holloway, President
Telephone: (970) 927-9059
FAX: (970) 927-4997

[redacted] [redacted] [redacted]

Notices will be forwarded to the above by FAX to be followed by a hard copy.

16. ASSIGNABILITY:

Neither this Farmin Agreement nor any rights hereunder shall be assigned by Ultra to any third party, prior to earning an assignment of interest without the prior written consent of Starwood, which such consent shall not be unreasonably withheld. If Starwood gives such written consent, all of the terms, conditions and covenants of this Farmin Agreement shall be binding upon any assignee just as though assignee had executed this Farmin Agreement as a party hereto. Ultra agrees to furnish to Starwood a copy of any such assignment(s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

17. EFFECT OF AGREEMENT:

The terms, provisions and conditions of this Farmin Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Ultra shall obtain and pay or reimburse Starwood, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations and orders in connection with conducting operations hereunder, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws, ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Ultra shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, together with all relevant governmental rules, regulations, and orders promulgated pursuant thereto. Ultra agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by reference and shall be binding upon Ultra to the same extent as if copied in full herein.

This Farmin Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Ultra as the agent for Starwood.

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Starwood is hereby authorized to execute and file on behalf of itself such elections with the appropriate governmental agencies.

**18. CONFLICT OF INTEREST:**

No director, employee or agent of either party shall give to or receive from any director, employee or agent of the other party any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Farmin Agreement. Any representative(s) authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph.

This Farmin Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmin Agreement shall extend to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event that any dispute arises concerning the terms of this agreement or the non payment of any sums of money under this agreement, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees from the other party.

Executed and effective as of this 6 day of October, 1997.

STARWOOD, INC.

By _____
Don R. Holloway,
as President

ULTRA RESOURCES, INC.

By _____
R.G. "Jerry" Albertus,
President

)
) ss
)

SUBSCRIBED AND SWORN TO BEFORE ME
This 7th Day of Oct. A.D. 97

NOTARY PUBLIC
COLLEEN DALY
STATE OF COLORADO

Before me, the undersigned, a Notary Public, in and for said County and State on this 8 day of October, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and forgoing 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

_____
Notary Public

My Commission Expires:

My Commission expires: 6/27/2001

STATE OF COLORADO )

) ss.

COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of October 1997, personally appeared R.G. "Jerry" Albertus, President for ULTRA RESOURCES, INC., a Wyoming Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Executive Vice 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year ~~as above written~~.

Notary Public

My Commission Expires:

01-15-2001

DONNA SUE DELISLE
MY COMMISSION EXPIRES
01/15/2001

570

Exhibit "A"

To the Starwood, Green Piney Unit, Fee Leases Farmin Agreement dated October 6, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

STARWOOD, INC. OIL AND GAS LEASES

| Green Piney Unit Tract No. | | Net Leased Acres |
|---|---|---|
| 054 | Township 32N, Range 111 West, 6th P.M.<br>Sec. 21: SW/4; W/2NE/4; SE/4NE/4<br>Sec. 28: NW/4NE/4 | 312 |
| 055 | Township 32N, Range 111 West, 6th P.M.<br>Sec. 22: SW/4<br>Sec. 25: N/2SW/4, SE/4SW/4<br>Sec. 26: NE/4, N/2SW/4, SE/4SW/4<br>Sec. 27: N/2NE/4, SW/4<br>Sec. 28: E/2NE/4, SW/4NE/4 | 920 |
| 056 | Township 32N, Range 111 West, 6th P.M.<br>Sec. 26: SW/4SW/4<br>Sec. 27: S/2NE/4<br>Sec. 34: NE/4<br>Sec. 35: SE/4NE/4, W/2NE/4, SW/4 | 560 |
| | | Total Acres 1,792 |

[redacted] [redacted] [redacted]

Exhibit "B"

To the Starwood, Green Piney Unit, Fee Leases Farmin Agreement dated October 6, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

| Green Piney Unit Tract No. | Township 32N, Range 111 West, 6th P.M. | Net Leased Acres |
|---|---|---|
| 084 | Sec. 7: S/2NE/4; E/2SW4, Lots 3 & 4 | 234.62 |
| | Sec. 8: W/2SW/4; SE/4SW/4 | 120.00 |
| | Sec. 17: SW/4, W/2NE/4, SE/4NE/4 | 280.00 |
| | Sec. 18: NE/4SW/4, NE/4 | 200.00 |
| | Sec. 20: NE/4 | 160.00 |
| | TOTAL ACRES | 994.62 |

573

Exhibit 2

ANSCHUTZ
EXPLORATION CORPORATION
555 SEVENTEENTH STREET • SUITE 2400 • DENVER, COLORADO 80202 • 303-298-1000 • FAX 303-298-8881

*VIA FACSIMILE 1-970-927-4997*

January 16, 1998

Starwood, Inc.
P.O. Box 200
Basalt, CO 81621

Attention: Don R. Holloway, President

RE: Option Farmout Request
Merna Prospect
Township 35 North, Range 112 West
Section 28: NW¼NW¼
Sublette County, Wyoming
Anschutz' File No. WY-2700

Ladies and Gentlemen:

Anschutz Exploration Corporation (hereinafter referred to as "Anschutz") is currently proposing the drilling of an approximate 13,800 feet Lance formation test (hereinafter referred to as the "Test Well") at the above-captioned location.

According to our information, Starwood, Inc., (hereinafter referred to as "Starwood") is the record title owner of the following oil and gas leases covering the following acreage, among other lands:

Sublette County, Wyoming
Township 35 North, Range 112 West, 6th P.M.
Section 3: Lot 3 (39.93), Lot 4 (39.88), S½NW¼, SE¼
Section 10: NE¼NW¼
Section 11: S½NW¼, N½SE¼
Section 14: NE¼ NW¼, S½NW¼, SE¼
Section 15: S½NW¼, SE¼
Section 22: N½NW¼
Section 23: N½NW¼
*Total Acres 1,199.81*

Said lands shall hereinafter be referred to as the "Option Lands" and are more fully described on Exhibit "A" attached hereto.

Anschutz hereby respectfully requests you support the drilling of our Test Well with a Farmout Option on your lands in accordance with the following terms and conditions:

1. In order to earn an option to drill and earn an interest in the Option Lands, Anschutz agrees prior to December 1, 1997, to commence, or cause to be commenced, actual operations for the drilling of the Test Well and thereafter to prosecute the drilling of said well diligently, without unnecessary delay and in a workmanlike manner to a depth of 13,800 feet or to a depth sufficient to penetrate and test the Lance

10 of 13

formation, whichever is the lesser depth. All operations in connection therewith shall be at Anschutz' sole cost, risk, and expense.

2. Upon full compliance with Paragraph 1 hereof, and subject to the other terms and conditions herein contained, on or before September 1, 1998, Anschutz shall have the right, but not the obligation, to commence or cause to be commenced operations for the drilling of a second test well (hereinafter referred to as "Option Test Well") at a location of its choice on the Option Lands.

3. If Anschutz elects to drill the Option Test Well, it shall be drilled at its sole cost, risk, and expense to a depth of 13,800 feet or to a depth sufficient to penetrate and test the Lance formation, whichever is the lesser depth. Said Option Test Well shall be drilled diligently, without unnecessary delay, and in a workmanlike manner.

Anschutz shall be granted the right, but not the obligation, to drill the Option Test Well to a depth which is lesser than the depth drilled in the Required Test Well provided Anschutz has obtained production at such lesser depth. Anschutz shall have 90 days to commence drilling operations of a substitute Option Test Well to the contract depth should a shallow well be completed pursuant to this Agreement.

4. Upon commencement of drilling operations on the Option Test Well, Starwood shall be deemed to relinquish to Anschutz all of Starwood's interest in said well, the operating rights, and material and equipment relative thereto and its share of production therefrom until payout. Prior to payout, Starwood shall own and shall be paid a proportionate inclusive overriding royalty of seven and one half percent (7.5%) of 8/8ths of all production which is obtained, saved, and marketed from said well. At payout, twenty-five (25) percent of the interest relinquished by Starwood pursuant to this paragraph shall, at Starwood 's option revert to it, five percent (5%) of 8/8ths overriding royalty herein shall be extinguished, and thereafter production shall be owned and costs shall be borne as provided for in the operating agreement hereinafter described. Subject to the election as defined in this paragraph 4., Starwood and Anschutz will have the following decimal interest in the Option Test Well;

| | Before Payout Interest | | After Payout Interest | |
|---|---|---|---|---|
| | Cost | Net Revenue | Cost | Net Revenue |
| Anschutz | 1.0 | .8 | .75 | .61875 |
| Starwood | 0 | .075 | .25 | .23125 |
| Land Owners Royalty | 0 | .125 | 0 | .15000 |
| ***TOTAL*** | ***1.0*** | ***1.000*** | ***1.0*** | ***1.00000*** |

5. Upon completion of said Option Test Well as a producer, Starwood shall assign to Anschutz one-hundred percent (100%) of its right, title, and interest in oil and gas leases covering the Option Lands subject to the provisions of Paragraph 6 below.

6. Provided Anschutz has complied with the terms and conditions of this Agreement and earned the assignment as provided in paragraph 5 above, it shall continuously develop the Option Lands with not more than one (1) year intervening between the release of the drilling rig of one well and the commencement of drilling of another well until all the Option Lands have been included in a spacing unit. In the absence of spacing orders, a spacing unit shall be deemed to be 160 acres for any well completed on the Option Lands, or lands pooled therewith, below the depth of 10,000 feet subsurface.

Anschutz shall pay one-hundred percent (100%) of the cost to drill, test, and complete each well drilled hereunder and Starwood shall have the after payout election specified in paragraph 4 for each well drilled



DRH

hereunder. When it is necessary to pool Option Lands with other acreage to form a spacing unit, the interests and elections of Anschutz and Starwood shall be proportionately reduced according to the ratio of Option Lands committed to the spacing unit and the prescribed spacing units gross surface area.

7. Should Anschutz fail to fully develop the Option Lands as provided herein, it shall promptly reassign all the Option Lands not held by a producing unit. Said reassignment shall be made on or before 30 days after the expiration of the continuous development obligation defined in paragraph 6 above. After payout of each well drilled hereunder, the interest retained by Starwood shall be promptly assigned to it.

8. In the event Anschutz elects not to drill the Option Test Well as provided in paragraph 2 and 3 above, it shall pay to Starwood liquidated damages of $100,000 within 30 days after the expiration of the drilling deadline as provided in said paragraph 2. Upon receipt of such payment, this Agreement shall become null and void and Anschutz shall forfeit all rights hereunder.

9. Starwood does not warrant title to the Option Lands covered by this Letter Agreement but it shall, upon request, furnish Anschutz such abstracts and other title papers it has in its files. There shall be no obligation on the part of Starwood to purchase new or supplemental abstracts or to do any curative work in connection with the title to said Option Lands. However, Starwood does represent that all rentals and any other obligations with regard to said Option Lands have been paid, or satisfied to date, and the oil and gas leases covering said Option Lands are in full force and effect.

10. Anschutz will supply Starwood with any of the well information available from the drilling of the Test Well and/or the Option Test Well and/or any other wells drilled by Anschutz under the terms of this Option Farmout Request.

11. The obligation of Anschutz hereunder shall be suspended to the extent that, and for so long as performance is prevented, wholly or in part, by reason of force majeure. The term "force majeure," shall specifically include, but not be limited to, any and all delays which may burden or delay operations under this Agreement or any other cause or event beyond the reasonable control of Anschutz, whether or not enumerated herein. Whenever performance of its obligations is prevented by any such cause, Anschutz shall give notice thereof to Starwood as promptly as is reasonably practicable.

12. Anschutz shall have the right to assign this Letter Agreement to its existing Area of Mutual Interest partners.

13. Anschutz shall not commence the drilling of the Option Test Well until a formal contract between Anschutz and Starwood has been fully executed. It is agreed that the preparation of a formal contract may be deferred until notice has been given that Anschutz intends to drill the Option Test Well. All subsequent operations will be conducted under the terms of a mutually acceptable Operating Agreement.

14. All interests herein are subject to proportionate reduction where applicable.

15. Anschutz shall incur no liability for failure to drill the Test Well and/or Option Test Well, or for failure to comply with any other provision hereof. The only consequence to Anschutz for failure to comply with a material term of this Agreement shall be the loss of the right to earn an interest in the Option Lands as specified above, except for the provisions of paragraph 8 above.

16. This Letter Agreement shall be considered null and void, at Anschutz' option, unless it is fully executed and returned to Anschutz within 30 days of the date received hereof.

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17. Anschutz shall pay 100 percent of the delay rentals applicable to the Option Lands during the term of this agreement.

18. The entire cost, risk, and expense of drilling, testing, completing, and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Option Farmout Request shall be borne solely by Anschutz. Anschutz further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Anschutz' operation of any well drilled pursuant to the terms of this Option Farmout Request.

19. In the event that any dispute arises concerning the terms of this Option Farmout Request and the matter is turned over to an attorney, the party prevailing in such a dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees from the other party.

This Letter Agreement is being furnished in duplicate and if the aforementioned terms are acceptable, please indicate your acknowledgement and acceptance by signing in the space provided below and returning one copy of this Agreement to the undersigned. Your prompt handling of this matter will be appreciated.

Sincerely,

ANSCHUTZ EXPLORATION CORPORATION

Gary M. Young
Land Manager

GMY/tls

AGREED AND ACCEPTED THIS 19 DAY OF January 1998.
STARWOOD, INC.

By: Don R. Holloway
Don R. Holloway, President

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**EXHIBIT "A"**
**OPTION LANDS**
**SUBLETTE COUNTY, WYOMING**

1. Lessor: Matthew D. Miller and Lisa R. Miller, husband and wife
   Lessee: Starwood, Inc.
   Expires: September 6, 2000
   Recorded: Book 105, Page 528
   Dated: September 6, 1997
   Term: 3 years
   Royalty: 12.5% BPO – 15% APO
   Description: Among other lands:

   Township 35 North, Range 112 West, 6th P.M.
   Section 3: Lot 3 (39.93), Lot 4 (39.88), S½NW¼, SE¼
   Section 10: NE¼ NW¼
   Section 11: S½NW¼, N½SE¼
   Section 14: NE¼ NW¼, S½NW¼, SE¼
   Section 15: S½NW¼, NE¼
   Section 22: N½NW¼
   Section 23: N½NW¼

TOTAL ACRES: 1,199.81

To be completed.

Draft

TOTAL P.06

01/16/98 16:14 TX/RX NO.1466 P.006

# Ultra Petroleum Corp.

UP PETROLEUM

STARWOOD, ALPINE TECH UNIT, FARMIN AGREEMENT

This Farmin Agreement is made and entered into this 6th day of October, 1997, by and between Starwood, Inc., 100 Elk Run Drive, Suite 215, P.O. Box 200, Basalt, Colorado 81621,hereinafter referred to as "Starwood"; and Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado, 80112, hereinafter referred to as "Ultra".

WITNESSETH:

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, titles, and interest in and to oil and gas leases on the lands described in Exhibit "A," and "B" attached hereto and made a part hereof and referred to as "Contract Area", consisting of approximately 2,920 acres, more or less; and

WHEREAS, Ultra desires to enter into an agreement to drill a series of farmin exploration wells and to earn thereby assignment of certain lease rights in the Contract Area; and

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Ultra shall drill and complete, as set out below, an exploration well on the lands described in Exhibit A on a Starwood lease in Township 32N, Range 110 West, of Sublette County, Wyoming, drilling according to the Alpine Tech Unit specifications to a depth of at least 1,500 feet below the top of the Mesaverde formation, as herein defined, but with no obligation to drill below 12,500 feet. Ultra agrees to commence drilling this initial well no later than June 1, 1998. If Ultra successfully drills and completes this initial well as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall receive assignment from Starwood of all of its leasehold rights, title, and interest in the drill site quarter section and in an additional 11 quarter sections in a checkerboard pattern on Starwood's lands as described in Exhibit "A".

2. Ultra shall have the continuing option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, a second well on land within Exhibit "B" to earn 6 symmetrically spaced checkerboard quarter sections of Starwood's Lands described in Exhibit "B". The drilling of the second well must be commenced within 6 months after the completion of the first well described in paragraph 1., and thereafter continue drilling diligently according to unit specifications, to a depth of at least 1,500 feet below the top of the Mesaverde formation, with no obligation to drill below 12,500 feet. If Ultra does not timely drill the well provided for in this paragraph and the well provided for in paragraph 1 above, then Ultra's farmin earning option to drill that well and any subsequent well provided for in these paragraphs is thereby terminated.

3. On the lands on which Ultra earns by the drilling of the initial and subsequent farmout wells, as set forth in paragraphs 1 and 2 above, Ultra will earn and receive assignment of operating rights and working interest in all zones below 8,000 feet and above 16,500 feet. Consequently, Starwood retains the operating rights and working interest in all zones above 8,000 feet plus the operating rights and working interest in all zones below 16,500 feet. On all such lands hereby earned by Ultra, Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering thereby an 80% Net Revenue Interest.

4. On or before October 31, 1997, Ultra shall deliver to Starwood $150,000 as a signing bonus. Starwood will use its best efforts to pay all lease rentals on the portions of the leases on lands subject to this Farmin Agreement, and Ultra will reimburse Starwood all of such lease rental costs until such time as the earned lease interests are assigned to Ultra or, alternatively, until Ultra's option to earn such lease interests by Farmin Agreement is terminated.

5. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would, in the opinion of the Bureau of Land Management, economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmin Agreement.

6. For the purpose of this Agreement, the top of the Mesaverde formation is hereby defined as the stratigrapic equivalent of the formation characteristics identified at the depth of 10,400 feet on the logs of the Cottonwood #32-33 drilled by Ultra in the SW/4NE/4 Section 33, Township 32 North, Range 111 West in Sublette County, Wyoming.

7. SUBSTITUTE WELL

If Ultra is not successful in drilling and completing the initial well, and/or the subsequent earning well(s), as provided for in paragraphs 1 and 2, as a well capable of producing oil and/or gas in paying quantities as herein defined, then Ultra has the right, but not the obligation, to commence drilling a substitute well within sixty (60) days after abandonment of said well, but no later than ninety (90) days after reaching total depth in said well, at a location of Ultra's choice on any of the lands described above as the Contract Area for that well in an attempt to complete a well capable of producing oil and/or gas in paying quantities, which then becomes the earning well to earn the lands of the Contract Area for said well. The Substitute Well shall be considered and treated for all purposes hereof as though it were the well for which that well is the substitute well.

8. COSTS, INDEMNITY AND INSURANCE:

The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmin Agreement shall be borne solely by Ultra. Ultra further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Ultra's operation of any well drilled pursuant to the terms of this Farmin Agreement.

9. THREE-D SEISMIC & WELL INFORMATION REQUIREMENTS:

Ultra agrees to provide free of charge all Ultra owned Seismic information, on the Contract Area Lands, to Starwood. On all wells drilled by Ultra on the Contract Area lands, Ultra will provide Starwood with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well-drilling and completion information acquired from such wells. Starwood's representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Starwood's risk and expense.

10. WELL TAKE OVER:

If, after drilling and testing operations are completed for the first well, and/or the second subsequent well drilled within the Contract Area, as provided above in paragraphs 1 and 2 and Ultra elects to plug and abandon said well(s), Ultra shall give prompt notice to Starwood of Ultra's intention to do so. Starwood shall then have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Ultra and Starwood may tender the respective notice and/or response by telephone, FAX transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Starwood during said period, Starwood shall be deemed to have declined, and Ultra shall proceed to plug and abandon the well.

If Starwood elects to take over said well, Ultra shall prepare a well-bore assignment to Starwood, conveying Ultra's interest to Starwood in the material and equipment associated therewith. In the event of take over, Starwood's operations on such well from and after the date of take over shall be at Starwood's sole cost, risk, and expense, and all of Starwood's completion operations shall be done on a confidential basis without disclosure to Ultra unless or until a mutually acceptable confidentiality disclosure agreement has been signed by Ultra.

In the event that Starwood's take over operations are unsuccessful and do not establish production in paying quantities, Starwood shall pay the reasonable salvage value of Ultra's interest in the well, materials, and equipment associated therewith at the time of take over, less Starwood's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

11. RESTORATION OF PREMISES:

For any well drilled on the Contract Area, Ultra shall observe and comply with all lease obligations and Ultra shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.



580

12. SURRENDER OR ABANDONMENT:

If Ultra, following delivery of an assignment hereunder, should elect to surrender or abandon Starwood's leases or any well located on the Contract Area, Ultra shall give Starwood and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Ultra's interest therein. If Starwood so elects, Ultra shall assign such interest to Starwood. If Starwood does not so elect, then such reassignment rights as may have been reserved in the lease assignments to Starwood must be offered to such lease assignors.

13. GAS PROCESSING AND GATHERING:

Upon establishment of production, Ultra shall have the right but not the obligation to construct and operate any gas processing plant(s) and gathering system(s) for any production from the Contract Area owned, in kind, by Ultra, or its assignee.

14. APPLICABLE LAWS:

This Farmin Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until it has been executed by all parties named herein.

15. NOTICES/INFORMATION:

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

Ultra Resources, Inc.
304 Inverness Way South,
Suite 295
Englewood, Colorado 80112

Attention: Jerry Albertus, President
Telephone: (303) 708-9740
FAX: (303) 708-9748

Starwood, Inc.
100 Elk Run Drive, Suite 215
P.O. Box 200
Basalt, Colorado 81621

Attention: Don R. Holloway, President
Telephone: (970) 927-9059
FAX: (970) 927-4997

[redacted] [redacted] [redacted]

Notices will be forwarded to the above by FAX to be followed by a hard copy.

16. ASSIGNABILITY:

Neither this Farmin Agreement nor any rights hereunder shall be assigned by Ultra to any third party, prior to earning an assignment of interest without the prior written consent of Starwood, which such consent shall not be unreasonably withheld. If Starwood gives such written consent, all of the terms, conditions and covenants of this Farmin Agreement shall be binding upon any assignee just as though assignee had executed this Farmin Agreement as a party hereto. Ultra agrees to furnish to Starwood a copy of any such assignment(s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

17. EFFECT OF AGREEMENT:

The terms, provisions and conditions of this Farmin Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Ultra shall obtain and pay or reimburse Starwood, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations and orders in connection with conducting operations hereunder, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws, ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Ultra shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, together with all relevant governmental rules, regulations, and orders promulgated pursuant thereto. Ultra agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by reference and shall be binding upon Ultra to the same extent as if copied in full herein.

This Farmin Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Ultra as the agent for Starwood.

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Starwood is hereby authorized to execute and file on behalf of itself such elections with the appropriate governmental agencies.

18. CONFLICT OF INTEREST:

No director, employee or agent of either party shall give to or receive from any director, employee or agent of the other party any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Farmin Agreement. Any representative(s) authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph.

This Farmin Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmin Agreement shall extend to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event that any dispute arises concerning the terms of this agreement or the non payment of any sums of money under this agreement, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees from the other party.

Executed and effective as of this 7 day of October, 1997.

STARWOOD, INC.

By _____
Don R. Holloway,
as President

ULTRA RESOURCES, INC.

By _____
R.G. "Jerry" Albertus
President

)SUBSCRIBED AND SWORN TO BEFORE ME
This 7th Day of Oct 19 97
) ss.
)

NOTARY PUBLIC
COLLEEN DALY
STATE OF COLORADO

Before me, the undersigned, a Notary Public, in and for said County and State on this 8 day of October, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and forgoing 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

_____
Notary Public

My Commission Expires:

My Commission expires: 6/27/2001

STATE OF COLORADO )

) ss.

COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 7 day of October 1997, personally appeared R.G."Jerry" Albertus, President for ULTRA RESOURCES, INC., a Wyoming Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Executive Vice 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

Notary Public

My Commission Expires:

2/27/98

## Exhibit "A"

To the Starwood, Alpine Tech Unit, Farmin Agreement dated October 6, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

**STARWOOD, INC. OIL AND GAS LEASES**

| Alpine Tech Unit<br>Unit Tract No. | Township 32N, Range 110 West, 6th P.M. | Net Leased Acres |
|---|---|---|
| | Sec. 22: SW/4; NE/4 | |
| | Sec. 23: SW/4; NE/4 | |
| | Sec. 26: SW/4; NE/4 | |
| | Sec. 27: SW/4; NE/4 | |
| | Sec. 33: SW/4; NE/4 | |
| | Sec. 34: SW/4; NE/4 | |
| | Total Acres | 1,920 |

[redacted] [redacted] [redacted]

**Exhibit "B"**

To the Starwood, Alpine Tech Unit, Farmin Agreement dated October 6, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

Alpine Tech Unit

| Unit Tract No. | Township 32N, Range 110 West, 6th P.M. | Net Leased Acres |
|---|---|---|
| Sec. 15: | SW/4; NE/4, | 320 |
| Sec. 21: | E/2NE/4 | 80 |
| Sec. 28: | NE/4, SE/4SW/4 | 200 |
| Sec. 29: | SW/4; NE/4 | 320 |
| Sec. 32: | SE/4SE/4, SE/4SW/4 | 80 |
| | TOTAL ACRES | 1000 |

Exhibit 4

# ULTRA & STARWOOD, CHURCH PROSPECT, FEE LEASE FARMIN AGREEMENT

This Farmin Agreement is made and entered into this 14 day of November, 1997, by and between Starwood, Inc., 100 Elk Run Drive, Suite 215, P.O. Box 200, Basalt, Colorado 81621, hereinafter referred to as "Starwood"; and Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado, 80112, hereinafter referred to as "Ultra".

## WITNESSETH:

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, titles, and interest in and to oil and gas leases on the lands described in Exhibit "A", attached hereto and made a part hereof and referred to as "Contract Area", consisting of approximately 7330 acres, more or less; and

WHEREAS, Ultra desires to enter into an agreement to drill two farmin exploration wells to earn thereby assignment of certain lease rights in the Contract Area;

NOW, THEREFORE, for and in consideration of the payment (upon signing of this document) of $212,281.50 and the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Ultra shall drill and complete, as set out below, an exploration well on the lands described in Exhibit "A" on a Starwood lease in the SE4/NE4 of Section 7 or, the S/2 NW/4, W/2 NE/4, N/2 SW/4, SE/4 of Section 8 or, the SW/4 of Section 9, Township 33 North, Range 110 West, of Sublette County, Wyoming, drilling according to the Alpine Tech Unit specifications to a depth of at least 1,500 feet below the top of the Mesaverde formation, as herein defined, but with no obligation to drill below 12,500 feet. Ultra agrees to commence drilling this initial well no later than 1 May, 1998, subject to any governmental delays or action or extensions caused by force majeure. If Ultra successfully drills and completes this initial well as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall receive assignment from Starwood of all of its leasehold rights, title, and interest in the drill site quarter section and in an additional 11 quarter sections in a checkerboard pattern on Starwood's lands as described in Exhibit "A".

2. Ultra shall have the continuing option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, a second well on lands within Exhibit "B"and "C", to earn 6 symmetrically spaced checkerboard quarter sections of Starwood's lands described in Exhibit "B" and "C". The drilling of the second well must be commenced within 6 months after the completion of the first well described in paragraph 1., subject to any governmental delays or actions or extensions caused by force majeure. Ultra will thereafter continue drilling diligently according to unit specifications, to a depth of at least 1,500 feet below the top of the Mesaverde formation, with no obligation to drill below 12,500 feet. If Ultra does not timely drill the well provided for in this paragraph and the well provided for in paragraph 1 above, then Ultra's farmin earning option to drill that well and any subsequent well provided for in these paragraphs is thereby terminated.

3. Starwood agrees to assign to Ultra, subject to Starwood's reserving a seven and one-half percent of eight- eighths ORRI, one half of the total approximate 1,245.63 acres in the Edna M. Swain lease on a quarter section, checkerboard pattern, upon the signing of this agreement . The Swain-lease-acres is shown in the attached Exhibit "C"

4. On the lands upon which Ultra earns a quarter section checkerboard by the drilling or causing to be drilled of the initial and the second wells, as set forth in paragraphs 1 and 2 and for Ultra's 50% of the Edna M. Swain lease referred to in paragraph 3 above, Ultra will earn and receive assignment of operating rights and working interest on all such checkerboard quarter sections, in all zones from the base of the Fort Union formation as herein below defined in paragraph 7 and 16,500 feet; however, Ultra will receive an assignment of operating rights and working interest in all zones on that portion of the Edna M. Swain lease described on Exhibit "D". Consequently, Starwood retains the operating rights and working interest in all zones above the base of the Fort Union formation on all such quarter sections on all the lands hereby earned by

Ultra and the Edna M. Swain lease, less and except that portion of the Edna M. Swain lease described on Exhibit "D", whereby Ultra will receive operating rights and working interest in all zones. Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering thereby an 80% Net Revenue Interest on the portion of each lease thereby assigned with one exception, on those fee leases that the landowner has increased his overriding royalty from 12.5% (twelve and one-half percent) to 15% (fifteen percent) after pay out of the well. After pay out of the well, Starwood will reserve a 7.5% (seven and one-half percent) override and deliver a 77.5% NRI to Ultra. In other words, Starwood reserves an overriding royalty equal to the difference between 20% and the landowners' burdens until pay out of the well and thereafter Starwood reserves the difference between 22.5% and the landowners' burdens on those leases where the landowners' royalty increases from 12.5% to 15% after pay out of the well.

5. Starwood will use its best efforts to pay all lease rentals on the portions of the leases on lands subject to this Farmin Agreement, and Ultra will reimburse Starwood for all of such lease rental costs until such time as the earned lease interests are assigned to Ultra, or alternatively until Ultra's option to earn such lease interest by this Farmin Agreement is terminated. Starwood shall pay the lease rentals due under the Edna M. Swain lease and Ultra will reimburse Starwood for one half of the annual delay rental lease payments.

6. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would, in the opinion of the Bureau of Land Management, economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmin Agreement.

7. For the purpose of this agreement, the top of the Mesaverde formation is hereby defined as the stratigraphic equivalent of the formation characteristics identified at the depth of 10,400 feet on the logs of the Cottonwood Federal #32-33 well, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West. The base of the Fort Union formation , shall be defined as the stratigraphic equivalent of the depth of 7,262 feet in the Cottonwood Federal #32-33 well, drilled by Ultra, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West and the stratigraphic equivalent of the depth of 8,535 feet in the Mesa Federal #22-2 well, drilled by Alpine, located in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West in Sublette County, Wyoming.

8. SUBSTITUTE WELL:

If Ultra is not successful in drilling and completing the initial well, as provided for in paragraph 1, and /or the subsequent earning well as provided for in paragraph 2, as a well capable of producing oil and/or gas in paying quantities as herein defined, then Ultra has the right, but not the obligation, to commence drilling a substitute well within sixty (60) days after abandonment of said well, but no later than ninety (90) days after reaching total depth in said well, at a location of Ultra's choice on any of the lands described above as the Contract Area for that well, in an attempt to complete a well capable of producing oil and/or gas in paying quantities, which then becomes the earning well to earn the lands of the Contract Area for said well. The Substitute Well shall be considered and treated for all purposes hereof as though it were the well for which that well is the substitute well.

9. COSTS, INDEMNIFY, AND INSURANCE:

The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmin Agreement shall be borne solely by Ultra. Ultra further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Ultra`s operation of any well drilled pursuant to the terms of this Farmin Agreement.

10. THREE-D SEISMIC & WELL INFORMATION REQUIREMENTS:

Ultra agrees to provide free of charge all Ultra owned seismic information, on the Contract Area Lands, to Starwood. On all wells drilled by Ultra on the Contract Area lands, Ultra will provide

agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until it has been executed by all parties named herein.

16. NOTICES/INFORMATION:

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Attention : Jerry Albertus, President
Telephone: (303) 708-9740
FAX: (303) 708-9748

Starwood, Inc.
100 Elk Run Dr., Suite 215
P.O. Box 200,
Basalt, Colorado 81621
Attention: Don R. Holloway, President
Telephone: (970) 927-9059
or (970) 927-9004
FAX: (970) 927-4997

Notices will be forwarded to the above by FAX to be followed by a hard copy.

17. ASSIGNABILITY:

Neither this Farmin Agreement nor any rights hereunder shall be assigned by Ultra to any third party, prior to earning an assignment of interest without the prior written consent of Starwood, which such consent shall not be unreasonably withheld. If Starwood gives such written consent, all of the terms, conditions and covenants of this Farmin Agreement shall be binding upon any assignee just as though assignee had executed this Farmin Agreement as a party hereto. Ultra agrees to furnish to Starwood a copy of any such assignment(s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

18. EFFECT OF AGREEMENT:

The terms, provisions and conditions of this Farmin Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Ultra shall obtain and pay or reimburse Starwood, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations, and orders in connection with conducting operations hereunder, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws, ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Ultra shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, together with all relevant governmental rules, regulations, and orders promulgated pursuant thereto. Ultra agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by reference and shall be binding upon Ultra to the same extent as if copied in full herein.

This Farmin Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Ultra as the agent for Starwood.

Starwood with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well drilling and completion information acquired from such wells. Starwood's representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Starwood's risk and expense;

11. WELL TAKE OVER:

If, after drilling and testing operations are completed for the first and/or the second well drilled within the Contract Area, as provided above in paragraphs 1 and 2 above, and Ultra elects to plug and abandon said wells, Ultra shall give prompt notice to Starwood of Ultra's intention to do so. Starwood shall then have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Ultra and Starwood may tender the respective notice and/or response by telephone, FAX, transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Starwood during said period, Starwood shall be deemed to have declined, and Ultra shall proceed to plug and abandon the well.

If Starwood elects to take over any of the wells, as provided above, Ultra shall prepare a well-bore assignment to Starwood, conveying Ultra's interest to Starwood in the material and equipment associated therewith. In the event of take over, Starwood's operations on such well from and after the date of take over shall be at Starwood's sole cost, risk, and expense, and all of Starwood's completion operations shall be done on a confidential basis without disclosure to Ultra unless or until a mutually acceptable confidentiality disclosure agreement has been signed by Ultra.

In the event that Starwood's take over operations are unsuccessful and do not establish production in paying quantities, Starwood shall pay the reasonable salvage value of Ultra's interest in the well, materials, and equipment associated therewith at the time of take over, less Starwood's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

12. RESTORATION OF PREMISES:

For any well drilled on the Contract Area, the parties shall observe and comply with all lease obligations and shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.

13. SURRENDER OR ABANDONMENT:

If Ultra, following delivery of an assignment hereunder, should elect to surrender or abandon Starwood's leases or any well located on the Contract Area, Ultra shall give Starwood and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Ultra's interest therein. If Starwood so elects, Ultra shall assign such interest to Starwood. If Starwood does not so elect, then such reassignment rights as may have been reserved in the lease assignments to Starwood must be offered to such lease assignors.

14. GAS PROCESSING AND GATHERING:

Upon establishment of production, Ultra shall have the right but not the obligation to construct and operate any gas processing plant(s) and gathering system(s) for any production from the Contract Area owned, in kind, by Ultra, or its assignee.

15. APPLICABLE LAWS:

This Farmin Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Starwood is hereby authorized to execute and file on behalf of itself such elections with the appropriate governmental agencies.

19. CONFLICT OF INTEREST:

No director, employee or agent of either party shall give to or receive from any director, employee or agent of the other party any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Farmin Agreement. Any representative(s) authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph.

This Farmin Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmin Agreement shall extend and be binding upon the parties hereto their respective heirs, personal representatives, successors and assigns. In the event that any dispute arises concerning the terms of this agreement or the non payment of any sums of money under this agreement, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees from the other party.

20. LEASE RENEWALS

In the event it is necessary for Ultra to renew or extend any of the oil, gas, mineral leases described in Exhibit "A" attached hereto, said cost (including bonuses and brokerage fees) for renewals or extensions acquired during the primary term of said leases or within 365 days from the date of expiration of any of said leases, shall be borne one hundred percent (100%) by Ultra. However, Starwood's interest in said leases shall remain the same.

EXECUTED and EFFECTIVE as of this 14 day of November, 1997.

STARWOOD, INC.

By _____
Don R. Holloway,
as President

ULTRA RESOURCES, INC.

By _____
Marc Bruner,
Executive Vice President

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of November, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and forgoing 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

NOTARY PUBLIC TIM ADAMS STATE OF COLORADO

Tim Adams
Notary Public

My Commission Expires:

My Commission expires:
September 15, 2001

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 14 day of November 1997, personally appeared Marc Bruner, Executive Vice President for ULTRA RESOURCES, INC., a Wyoming Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Executive Vice 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

My Commission Expires:
2/28/98

Suzanne Wright
Notary Public
Suzanne Wright

593

**EXHIBITS "A" AND "B"**

To the Ultra & Starwood, Church Prospect, Fee Leases Farmin Agreement dated the 14 day of November, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

STARWOOD, INC. OIL AND GAS LEASES

Description of Lands, Sublette County, Wyoming

Township 32 North, Range 110 West, of the 6th P.M.
Section 5: SE/4 SE/4

Township 33 North, Range 110 West, of the 6th P.M.
Section 3: that part of the SW/4 NW/4 and NW/4 SW/4 lying east of the Green River, SE/4 SW/4
Section 7: W/2, W/2 E/2, E/2 SE/4 & (50% owner ship of SE/NE/4)
Section 8: S/2 NW/4, W/2 NE/4, N/2 SW/4, SE/4
Section 9: SW/4
Section 10: W/2 NE/4, W/2, SW/4 SE/4
Section 15: S/2 SW/4, W/2 NE/4, NW/4, N/2 SW/4
Section 16: All
Section 18: All
Section 19: All
Section 21: E/2, E/2 W/2
Section 22: SW/4 NE/4, W/2 SE/4, W/2
Section 27: NW/4 NE/4, W/2 SE/4, W/2
Section 28: NE/4, E/2 NW/4
Section 29: All
Section 32: All
Section 34: W/2 NE/4, NW/4, NE/4 SW/4, W/2 SE/4, SE/4 SE/4

[redacted] [redacted] [redacted]

**EXHIBIT "C"**

To the Ultra & Starwood, Church Prospect, Fee Leases Farmin Agreement dated the 14 day of November, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

Starwood, Inc. Edna M. Swain Oil and Gas Lease

Description of Lands

Township 33 North, Range 110 West, of the 6th P.M.
Section 3: that part of the SW/4 NW/4 and NW/4 SW/4 lying West of the Green River
Section 4: Lots 2, 3, 4, S/2 N/2, E/2 SE/4, SW/4, N/2 SW/4 SE/4, NW/4 SE/4
Section 5: S/2 NE/4, N/2 SE/4, SE/4 SE/4 (in Cora Butte Unit)
Section 8: E/2 NE/4
Section 9: SW/4 NW/4, E/2 NW/4, NW/4 NW/4

Township 34 North, Range 110 West, of the 6th P.M. (All in Cora Butte Unit)
Section 32: SE/4 SE/4
Section 33: SW/4 SE/4, S/2 SW/4
Together with all accretion and riparian rights thereto and all right, title, and interest to the bed of the Green River

All above lands containing 1,245.63 acres, more or less, located in Sublette County, Wyoming.

**EXHIBIT "D"**

To the Ultra & Starwood, Church Prospect, Fee Leases Farmin Agreement dated the 14 day of November, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

Starwood, Inc. Edna M. Swain Oil and Gas Lease within Ultra's Cora Butte Unit:

Description of Lands:

Township 33 North, Range 110 West, of the 6th P. M.
Section 5: S/2NE/4, N/2SE/4, SE/4SE/4

Township 34 North, Range 110 West, of the 6th P. M.
Section 32: SE/4SE/4
Section 33: SW/4SE/4, S/2SW/4

Together with all accretion and riparian rights thereto and all right, title, and interest to the bed of the Green River.

All above lands containing 360 acres, more or less, located in Sublette County, Wyoming.

Exhibit 5

[redacted] [redacted] [redacted]

# ULTRA FARMIN AGREEMENT

This Farmin Agreement is made and entered into this 3rd day of July, 1997, by and between Starwood, Inc. P.O. Box 200, 93 Horseshoe Drive, Basalt, Colorado 81621, hereinafter referred to as "Starwood"; and Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado, 80112, hereinafter referred to as "Ultra".

## WITNESSETH:

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, titles, and interest in and to oil and gas leases on the lands described in Exhibit "A", attached hereto and made a part hereof and referred to as "Contract Area", consisting of approximately 13,977 acres, more or less; and

WHEREAS, Ultra desires to enter into an agreement to drill a series of farmin exploration wells and to earn thereby assignment of certain lease rights in the Contract Area; and

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Ultra will form the Fort Bonneville Unit at its sole expense and Ultra will be the initial Unit Operator. Starwood will assist Ultra in the formation of this unit and shall commit its lands and leases located in said unit area, that are permitted, by the lease, to be unitized, to the Unit Agreement and the Unit Operating Agreement. The Fort Bonneville Operating Agreement shall contain the substantive provisions comparable to the Green Piney Unit Operating Agreement or such alternative provisions as may be agreed to by Starwood. The Fort Bonneville Unit Agreement and other unit agreements created hereby shall have the section 18 (h) deleted as it pertains to fee land leases. The area contained in the Fort Bonneville Unit is described in Exhibit "B", attached hereto and made a part hereof. Starwood further agrees to commit all of its lands and leases described in the attached Exhibit "A" that are permitted, by the lease, to be unitized, to the Unit Agreements and Unit Operating Agreements of any and all additional units formed by Ultra.

2. Ultra shall drill and complete, as set out below, the Fort Bonneville Unit initial exploration well on the lands of a Miller lease located in Township 34 North, Range 111 West, of Sublette County, Wyoming, subject to Starwood amending the present lease to provide for the Unitization of Miller leases in the Fort Bonneville Federal Exploratory Unit. The initial exploratory well shall be drilled according to the Fort Bonneville Unit specifications to a depth of at least 2,000 feet below the top of the Lance formation, as herein defined, but with no obligation to drill below 12,500 feet. Ultra agrees to commence drilling this initial well on the Miller lease, no later than 1 September 1997. Should Ultra fail to meet this well commencement date, they will pay Starwood a "drilling delay cost" of $138,000 and thereby earn an extension of the obligation date to commence drilling this initial farmin earning well to May 15, 1998. If Ultra successfully drills and completes this initial well on the Miller lease as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall receive an assignment from Starwood of all of its leasehold rights, title, and interest in the drill site quarter section and in an additional 23 quarter sections in a checkerboard pattern on Starwood's lands in as nearly a symmetrical and equidistant checkerboard pattern as possible surrounding the initial drill site quarter section.

3. Ultra shall have the continuing option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, such number of wells as required to earn 50% of Starwood's Lands, described in Exhibit "A" on the basis of 24 symmetrically checkerboard quarter sections earned for each such well drilled and completed by Ultra. The drilling of each such well subsequent to the first well described in paragraph 2 above, must be commenced with not more than 6 months between the completion of one well and the commencement of drilling operations for the next well, and thereafter continue drilling diligently according to unit specifications, to a depth of at least 2,000 feet below the top of the Lance formation, with no obligation to drill below 12,500 feet. If Ultra does not timely drill each well provided for in this paragraph and in paragraph 2 above, then Ultra's farmin earning option to drill that well and any subsequent well provided for in this paragraph is thereby terminated.

4. On the lands on which Ultra earns a quarter section checkerboard by the drilling of the initial and subsequent farmin wells, as set forth in paragraphs 2 and 3 above, Ultra will earn and receive assignment of operating rights and working interest in all zones below 8,000 feet on 50% of such checkerboard quarter sections, plus the operating rights and working interest in all zones above 8,000 feet on 25% of such checkerboard quarter sections. Consequently, Starwood retains the operating rights and working interest in all zones below 8,000 feet on 50% of the quarter sections plus the operating rights and working interest in all zones above 8,000 feet on 75% of the quarter sections . On all such lands hereby earned by Ultra, Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering thereby an 80% Net Revenue Interest on the portion of each lease thereby assigned.

5. Upon signing this agreement, Ultra shall deliver to Starwood $160,000 for its costs to acquire the leases that are described in exhibit "A" attached hereto. Starwood will use its best efforts to pay all lease rentals on the portions of the leases on lands subject to this Farmin Agreement, and Ultra will reimburse Starwood all of such lease rental costs until such time as the earned lease interests are assigned to Ultra or, alternatively, until Ultra's option to earn such lease interests by this Farmin Agreement is terminated.

6. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would, in the opinion of the Bureau of Land Management, economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmin Agreement.

7. The base of the Fort Union formation and the top of the Lance formation, shall be defined as the stratigraphic equivalent of the following depths in the closest one of the following reference correlation wells:

(a) 6,870 feet in the Billy # 33-16 well, located in the NW SE of Section 16, Township 31 North, Range 111 West.

(b) 6,790 feet in the Ross "A" Federal # 13-19 well, located in the NW SW of Section 19, Township 30 North, Range 110 West.

(c) 8,535 feet in the Mesa Federal # 22-2 well, located in the SE NW Section 2, Township 31 North, Range 110 West.

(d) 8,010 feet in the Paradise # 23-31 well, located in the NE SW Section 31, Township 31 North, Range 109 West.

8. <u>SUBSTITUTE WELL</u>

If Ultra is not successful in drilling and completing the Fort Bonneville Unit initial well, as provided for in paragraph 2, and/or any subsequent earning well(s), as provided for in paragraph 3, as a well capable of producing oil and/or gas in paying quantities as herein defined, then Ultra has the right, but not the obligation, to commence drilling a substitute well within sixty (60) days after abandonment of said well, but no later than ninety (90) days after reaching total depth in said well, at a location of Ultra's choice on any of the lands described above as the Contract Area for that well in an attempt to complete a well capable of producing oil and/or gas in paying quantities, which then becomes the earning well to earn the lands of the Contract Area for said well. The Substitute Well shall be considered and treated for all purposes hereof as though it were the Unit Well and/or any subsequent earning well(s) for which that well is the substitute well.

9. COSTS, INDEMNITY AND INSURANCE:

The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmin Agreement shall be borne solely by Ultra. Ultra further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Ultra's operation of any well drilled pursuant to the terms of this Farmin Agreement.

10. WELL INFORMATION REQUIREMENTS:

On all wells drilled by Ultra on the Contract Area lands, Ultra will provide Starwood with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well-drilling and completion information acquired from such wells. Starwood's representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Starwood's risk and expense.

11. WELL TAKE OVER:

If, after drilling and testing operations are completed for the Fort Bonneville Unit Well, and/or any subsequent wells drilled within the Contract Area, as provided above in paragraphs 2 and 3 and Ultra elects to plug and abandon said well(s), Ultra shall give prompt notice to Starwood of Ultra's intention to do so. Starwood shall then have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Ultra and Starwood may tender the respective notice and/or response by telephone, FAX transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Starwood during said period, Starwood shall be deemed to have declined, and Ultra shall proceed to plug and abandon the well.

If Starwood elects to take over said well, Ultra shall prepare a well-bore assignment to Starwood, conveying Ultra's interest to Starwood in the material and equipment associated therewith. In the event of take over, Starwood's operations on such well from and after the date of take over shall be at Starwood's sole cost, risk, and expense, and all of Starwood's completion operations shall be done on a confidential basis without disclosure to Ultra unless or until a mutually acceptable confidentiality disclosure agreement has been signed by Ultra.

In the event that Starwood's take over operations are unsuccessful and do not establish production in paying quantities, Starwood shall pay the reasonable salvage value of Ultra's interest in the well, materials, and equipment associated therewith at the time of take over, less Starwood's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

12. RESTORATION OF PREMISES:

For any well drilled on the Contract Area, Ultra shall observe and comply with all lease obligations and Ultra shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.

13. SURRENDER OR ABANDONMENT:

If Ultra, following delivery of an assignment hereunder, should elect to surrender or abandon Starwood's leases or any well located on the Contract Area, Ultra shall give Starwood and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Ultra's interest therein. If Starwood so elects, Ultra shall assign such interest to Starwood. If Starwood does not so elect, then such reassignment rights as may have been reserved in the lease assignments to Starwood must be offered to such lease assignors.

14. GAS PROCESSING AND GATHERING:

Upon establishment of production, Ultra shall have the right but not the obligation to construct and operate any gas processing plant(s) and gathering system(s) for any production from the Contract Area owned, in kind, by Ultra, or its assignee.

15. APPLICABLE LAWS:

This Farmin Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until it has been executed by all parties named herein.

16. NOTICES/INFORMATION:

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

Ultra Resources, Inc.
304 Inverness Way South,
Suite 295
Englewood, Colorado 80112

Attention: Jerry Albertus, President
Telephone: (303) 708-9740
FAX: (303) 708-9748

Starwood, Inc.
P.O. Box 200,
93 Horseshoe Dr.
Basalt, Colorado 81621

Attention: Don R. Holloway, President
Telephone: (970) 927-9059
or (970) 927-9004
FAX: (970) 927-9059

Notices will be forwarded to the above by FAX to be followed by a hard copy.

17. ASSIGNABILITY:

Neither this Farmin Agreement nor any rights hereunder shall be assigned by Ultra to any third party, without the prior written consent of Starwood, which such consent shall not be unreasonably withheld. If Starwood gives such written consent, all of the terms, conditions and covenants of this Farmin Agreement shall be binding upon any assignee just as though assignee had executed this Farmin Agreement as a party hereto. Ultra agrees to furnish to Starwood a copy of any such assignment(s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

18. EFFECT OF AGREEMENT:

The terms, provisions and conditions of this Farmin Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Ultra shall obtain and pay or reimburse Starwood, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations and orders in connection with conducting operations hereunder, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws, ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Ultra shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, together with all relevant governmental rules, regulations, and orders promulgated pursuant thereto. Ultra agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by reference and shall be binding upon Ultra to the same extent as if copied in full herein.

This Farmin Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Ultra as the agent for Starwood.

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Starwood is hereby authorized to execute and file on behalf of itself such elections with the appropriate governmental agencies.

19. CONFLICT OF INTEREST:

No director, employee or agent of either party shall give to or receive from any director, employee or agent of the other party any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Farmin Agreement. Any representative(s) authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph.

This Farmin Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmin Agreement shall extend to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event that any dispute arises concerning the terms of this agreement or the non payment of any sums of money under this agreement, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and cost, to recover reasonable attorneys fees for the other party.

20. LEASE RENEWALS:

In the event that it is necessary for Ultra to renew or extend any of the oil, gas and mineral leases described in Exhibit "A" attached hereto, said cost (including bonuses and brokerage fees) for renewals or extensions acquired during the primary term of said leases or within 365 days from the date of expiration of any of said leases, shall be borne one hundred percent (100%) by Ultra. However, Starwoods interest in said leases shall remain the same.

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It is understood that there are approximately 28,160 acres of land in the proposed Fort Bonneville Unit, of which _____ acres are presently unleased, of which about _____ acres, more or less, is Bureau of Land Management land being offered for lease on the _____, 1997 Bureau of Land Management Competitive Oil & Gas Lease Sale. Starwood and/or Ultra will use their best efforts to acquire leases on those unleased lands, which would then be subject to this agreement.

Executed and effective as of this 3rd day of July, 1997.

STARWOOD, INC.

By _____
Don R. Holloway,
as President

ULTRA RESOURCES, INC.

By _____
Marc A. Bruner,
Executive Vice President

STATE OF COLORADO )
) ss.
COUNTY OF Eagle )

Before me, the undersigned, a Notary Public, in and for said County and State on this 7 day of July, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and forgoing 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

NOTARY PUBLIC HOLLY CLARK STATE OF COLORADO

_____
Notary Public

My Commission Expires:

_____

My Commission expires 11/6/2000

STATE OF Colorado )
) ss.
COUNTY OF Arapahoe )

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of July 1997, personally appeared Marc A. Bruner, Executive Vice President for ULTRA RESOURCES, INC., a Wyoming Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Executive Vice 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

_____
Notary Public

My Commission Expires:

11-21-98

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

Exhibit "A"

to Ultra Farmin Agreement dated July 3, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

STARWOOD, INC. OIL AND GAS LEASES

Township 33 North, Range 111 West, 6th P.M.
W/2 W/2 and SE/4 SW/4 Sec. 2; All of Sections 3, 4, and 5; NW/4 NW/4, S/2 N/2, N/2 S/2, and S/2 SE/4 Sec. 6.

Township 33 North, Range 112 West, 6th P.M.
S/2; S/2NW/4; and E/2NE/4 Sec. 27; N/2NE/4 and SE/4NE/4 Sec. 34; and SW/4; SE/4NW/4; W/2E/2; and E/2NE/4 Sec. 35.

Township 34 North, Range 111 West, 6th P.M.
W/2 NE/4, SE/4 NW/4, and E/2 SW/4 Sec. 7; NE/4 SE/4 and S/2 SE/4 Sec. 8; S/2 and SE/4 NE/4 Sec. 9; S/2 SW/4 Sec. 10; NW/4 NW/4 Sec. 15; E/2 NW/4, NE/4, and S/2 of Sec. 17; SW/4 SW/4 Sec. 19; S/2 Sec. 25; S/2 Sec. 26; SW/4, W/2 SE/4, and SE/4 SE/4 Sec. 27; W/2; S/2NW/4; and SE/4 ORR Sec. 28; W/2; W/2E/2; SE/4NE/4; and E/2 SE/4 Sec. 29; NW/4, N/2 SW/4, and SE/4 SE/4 Sec. 30; NE/4 NE/4 and S/2 Sec. 31; N/2; N/2SE/4; and W/2SW/4 Sec. 35; N/2 Sec. 36; and ALL of Sections 20, 32, 33, and 34.

Township 34 North, Range 112 West, 6th P.M.
E/2 E/2 Section 1.

Township 35 North, Range 111 West, 6th P.M.
SW/4 and SW/4 SE/4 Sec. 30; Lots 1-4, E/2 W/2, W/2 E/2; E/2 SE/4, and SE/4 NE/4 Sec. 31; NE/4 NW/4, S/2 NW/4, N/2 SW/4, and SW/4 SW/4 Sec. 32.

Township 35 North, Range 112 West, 6th P.M.
All of Section 3; the NE/4 NE/4 of Section 7; N/2 NW/4 and SW/4 NW/4 of Sec. 8; NE/4 SW/4, W/2 SE/4, and SE/4 SE/4 of Sec. 9; NE/4 NW/4, NW/4 NE/4, and E/2 NE/4 Sec. 10; S/2 N/2, N/2 SE/4, and NE/4 SW/4 Sec. 11; SW/4 SW/4 Sec. 13; NE/4 NW/4, S/2 NW/4, SW/4 NE/4, and S/2 Sec. 14; S/2 and S/2 N/2 Sec. 15; N/2N/2 Sec. 22; N/2NW/4 and NW/4NE/4 Sec. 23; E/2 SE/4 Sec. 25.



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Exhibit "B"

to Ultra Farmin Agreement dated July 3, 1997, by and between Starwood, Inc. and Ultra Resources, Inc.

Fort Bonneville Unit

Township 33 North, Range 111 West, 6th P.M.
Sections 1, 2, 3, 4, 5, and 6.

Township 34 North, Range 111 West, 6th P.M.

Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 14, 15,

16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,

27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

Township 34 North, Range 112 West, 6th P.M.
Sections 13, 24, 25, and 36.

Township 35 North, Range 111 West, 6th P.M.
Sections 33 and 34.

Farmout 6

[redacted] [redacted] [redacted]

# FARMOUT AGREEMENT

This Farmout Agreement is made and entered into this 9th day of May, 1997, by and between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, hereinafter referred to as "Alpine"; J. Winston Williams, 8076 County Road #113, Carbondale, Colorado 81623, hereinafter referred to as "Williams"; and Ultra Petroleum (USA) Inc., 609 West Hastings Street, Suite 1100, Vancouver, B.C. V6B 4W4, hereinafter referred to as "Ultra".

## WITNESSETH:

WHEREAS, Alpine and Williams represent that they are the owners of certain leasehold rights, titles, and interest in and to oil and gas leases on the lands described herein, and referred to as "Contract Area", consisting of approximately 38,895 acres, more or less; and

WHEREAS, Ultra desires to enter into an agreement to drill a series of farmout exploration wells and to earn thereby assignment of certain lease rights in the Contract Area; and

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefits and advantages herein contained, it is agreed by and between the parties hereto as follows:

1. Ultra shall drill and case, and have the obligation at a later date to complete, as set out below, the Cottonwood #32-33 Well, located in the SW NE of Section 33, Township 32 North, Range 111 West, of Sublette County, Wyoming, drilling to Green Piney Unit specifications to a depth of 1,500 feet into the Mesaverde formation, but with no obligation to drill below 12,500 feet. Upon Ultra setting production casing, Ultra will earn an assignment of Sections 29, 32, and 33 of Township 32 North, Range 111 West, and Section 4, of Township 31 North, Range 111 West, with the obligation to complete the Cottonwood #32-33 Well within the time provided in the Green Piney Unit Agreement, but not to exceed ninety (90) days after reaching Total Depth and setting casing. Should Ultra fail to complete the Cottonwood #32-33 Well as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall re-assign to Alpine all rights, title, and interest earned in the leasehold as contemplated herein.

Cottonwood

2. Within the Cottonwood area, Ultra shall have the option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, a second and third subsequent well(s) to earn thereby a checkerboard of 16 quarter sections by each such well within the lands described herein. The drilling of each such well subsequent to the first well described in paragraph 1 above must be commenced with not more than 6 months between the completion of one well and the commencement of drilling operations for the next well, as defined in Section 9 of the Green Piney Unit Agreement, and thereafter continue drilling diligently to a depth of 1,500 feet into the Mesaverde formation, with no obligation to drill below 12,500 feet. The lands on which the checkerboard is to be earned by each such subsequent well is as follows:

A) The second subsequent well will earn 16 quarter sections on a checkerboard in the following: Sections 9, 10, 11, 12, 13, 14, and 15 and partial Sections 1, 2, 3, 4, and 5, of Township 32 North, Range 111 West, of Sublette County, Wyoming. This second well will be drilled, as provided above in this paragraph 2, at a location of Ultra's choice within one of the sections on which checkerboarded quarter sections are to be earned by said well as enumerated above.

B) The third subsequent well will earn 16 quarter sections on a checkerboard in the following: Sections 19, 23, 24, and 30, of Township 32 North, Range 111 West, and Sections 3, 5, 9, and 10, of Township 31 North, Range 111 West, of Sublette County, Wyoming. This third well will be drilled, as provided above in this paragraph 2, at a location of Ultra's choice within one of the sections on which checkerboarded quarter sections are to be earned by said well as enumerated above.

3. Ultra shall drill and case, and have the obligation at a later date to complete, as set out below, the Daniel Unit well, probably located in the NW NE of Section 17 or the NW NE of Section 16, Township 33 North, Range 111 West, of Sublette County, Wyoming, or such other location that is mutually agreed upon, drilled in accordance with the Daniel Unit specifications as approved by the Bureau of Land Management, but to a depth at least sufficient to adequately test all of the Lance formation, but with no obligation to drill below 12,500 feet. Upon Ultra setting production casing, Ultra will earn an assignment of Sections 8, 9, 16, and 17, of Township 33 North, Range 111 West, with the obligation to complete the well within the time provided in the Daniel Unit Agreement, but not to exceed sixty (60) days after reaching Total Depth and setting casing. Should Ultra fail to complete the Daniel Unit well as a well capable of producing in paying quantities, as hereinbelow defined, Ultra shall re-assign to Alpine and Williams all rights, title, and interest earned in the leasehold, as contemplated herein.

4. Ultra shall have the option to drill and complete as a well capable of producing in paying quantities, as hereinbelow defined, a second, third, fourth, and fifth wells, at Ultra's election, with not more than six (6) months between the completion of one well and the commencement of drilling operations of the next well, and with the right to earn thereby a checkerboard of 16 quarter sections in an 8-section block around each such well, exclusive of Sections 8, 9, 16, and 17, of Township 33 North, Range 111 West, earned by Ultra by drilling and completing the unit well specified in paragraph 3 above, and Sections 20, 21, 28, and 29, of Township 33 North, Range 111 West, retained by Alpine and Williams. The total Daniel Unit area contains the following lands, of which about 50% may be earned by Ultra upon its exercising the option to drill all five unit wells:

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| Township 33 North, Range 110 West: | Section 31 (1 section) |
| Township 33 North, Range 111 West: | Sections 7 through 36 (30 sections) |
| Township 33 North, Range 112 West: | Sections 11, 12, 13, 14, 23, 24, 25, 26, and 36 (9 sections) |

being a total of 40 sections. However, it is recognized by the parties hereto that Starwood, Inc. owns approximately 2,280 acres, constituting about 8.91% of this proposed Daniel Unit area. Starwood, Inc. is not a party to this Farmout Agreement, and their lease interest cannot be committed to this Farmout Agreement. Therefore, Alpine will use its best efforts to acquire Starwood, Inc.'s lease interest within the proposed Daniel Unit by lease exchange or otherwise. However, in the event that Alpine cannot acquire the working interest/operating rights of said Starwood, Inc.'s leases in the proposed Daniel Unit, then Alpine will assign to Ultra the equivalent amount of Alpine's lease rights as would have been earned from Starwood, Inc.'s lease interest by Ultra's farmout wells as drilled, with said assigned lease interests to be selected by mutual agreement out of the lease interests owned by Alpine on the lands described as follows:

| | |
|---|---|
| In Township 33 North, Range 110 West: | Sections 20 and 30; the W/2 W/2 of Section 21; the W/2 NW/4 and SW/4 of Section 28; the W/2 W/2, NE/4 NW/4, SW/4 NE/4, & W/2 SE/4 of Section 33. |
| In Township 33 North, Range 111 West: | E/2 of Section 1; and Lot 7 and SE/4 SW/4 of Section 6. |

Totaling 2,396.76 acres, more or less.

Also, it is understood that there are approximately 2,560.08 acres of land in the proposed Daniel Unit which is presently unleased, of which about 2,164.00 acres, more or less, is Bureau of Land Management land being offered for lease on the June 3, 1997 Bureau of Land Management Competitive Oil & Gas Lease Sale, about 76 acres is unleased Bureau of Land Management land not offered for lease, and about 320.00 acres is unleased fee lands. Alpine and/or Williams will use their best efforts to acquire leases on those unleased lands, which would then be subject to this agreement. In the event that Alpine and/or Williams is unable to acquire the leases on these unleased lands, then it will notify Ultra so that Ultra may attempt to separately acquire the leases on these unleased lands. If

[redacted] Alpine and/or Williams do not acqui[redacted] rights on these unleased lands, th[redacted] lpine will assign to Ultra out o[redacted] land described above on this page 3 sufficient Alpine lease interests, which are equivalent to the amount of Alpine's lease rights as would have been earned on these unleased lands by Ultra's farmout wells as drilled.

5. In each section on which Ultra earns a quarter section checkerboard by the drilling of subsequent farmout wells, as set forth in paragraphs 2 and 4 above, Ultra will earn ahd receive assignment of operating rights and working interest in all zones below 8,000 feet on two quarter sections (i.e., 50% of each such section), plus the operating rights and working interest in all zones above 8,000 feet on one quarter section (i.e., 25% of each such section). Consequently, on each such section, Alpine retains the operating rights and working interest in all zones below 8,000 feet on two quarter sections (i.e., 50% of each such section), plus the operating rights and working interest in all zones above 8,000 feet on three quarter sections (i.e., 75% of each such section).

6. Ultra is hereby obligated to commence the drilling of the Cottonwood #32-33 Well, as described in paragraph 1, as soon as possible but no later than May 30, 1997. Ultra is hereby obligated to commence the drilling of the Daniel Unit first well, as described in paragraph 3 above, no later than June 30, 1997, and no earlier than a date which qualifies that well as a unit obligation well for the Daniel Unit. If Ultra elects not to timely drill any option well, as provided in either paragraphs 2 or 4 hereof, it shall notify Alpine of this election at least ninety (90) days prior to said drilling commitment date and, thereafter, Ultra will have no further obligation or right to drill said well. In the event that Ultra does not timely drill each subsequent well provided for in paragraph 2 above, then its option to drill that well and any subsequent well provided for in paragraph 2 above and to earn thereby the designated lease rights is thereby terminated. In the event that Ultra does not timely drill each subsequent well provided for in paragraph 4 above, then its option to drill that well and any subsequent well provided for in said paragraph 4 and to earn thereby the designated lease rights is thereby terminated.

7. The Daniel Unit will be formed by Ultra at its sole expense, and Ultra will be the initial Unit Operator. Alpine will assist Ultra in the formation of this unit and shall be reimbursed in a timely manner for all of its expenses incurred in this assistance. In the event that Ultra does not drill all of the subsequent wells in the Daniel Unit, as provided in paragraphs 3 and 4 herein to earn thereby about 50% of the lands in this unit, then Ultra will resign as the Unit Operator and Alpine shall become the Unit Operator. The Daniel Unit Operating Agreement shall contain the substantive provisions comparable to the Green Piney Unit Operating Agreement or such alternative provisions as may be agreed to by Alpine.

8. Alpine and Williams will use their best efforts to pay all lease rentals on the portions of the leases on lands subject to this Farmout Agreement, and Ultra will reimburse Alpine and Williams all of such lease rental costs until such time as the earned lease interests are assigned to Ultra or, alternatively, until Ultra's option to earn such lease interests by farmout is terminated.

9. A well capable of producing in paying quantities is defined as the production from a well of such quantity of oil or gas as would, in the opinion of the Bureau of Land Management, economically warrant the drilling of a like well in the vicinity thereof for the taking of such production, consideration having been given to the cost of drilling and production operations, available market, and the value, nature, and quality of oil or gas, said definition being applicable to all wells drilled under the provisions of this Farmout Agreement.

10. Alpine shall assign to Ultra the leasehold interest earned, as provided herein, delivering an 81% Net Revenue Interest on the portion of each lease thereby assigned, and Williams shall assign to Ultra the leasehold interest earned under WYW-141371, as provided herein, delivering an 80% Net Revenue Interest under the portion of this lease thereby assigned.

11. <u>SUBSTITUTE WELL</u>

If Ultra is not successful in drilling and completing either or both the Cottonwood #32-33 Well, as provided for in paragraph 1, and/or the Daniel Unit Well, as provided for in paragraph 3, and/or any subsequent earning well(s), as provided for in paragraphs 2 and 4, as a well capable of producing oil and/or gas in paying quantities as herein defined, then Ultra has the right, but not the obligation, to commence drilling a substitute well within sixty (60) days after



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abandonment of said well, but no later than ninety (90) days after reaching total depth in said well, at a location of Ultra's choice on any of the lands described above as the Contract Area for that well in an attempt to complete a well capable of producing oil and/or gas in paying quantities, which then becomes the earning well to earn the lands of the Contract Area for said well. The Substitute Well shall be considered and treated for all purposes hereof as though it were the Cottonwood #32-33 Well and/or the Daniel Unit Well and/or any subsequent earning well(s) for which that well is the substitute well.

12. COSTS, INDEMNITY AND INSURANCE:

The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Farmout Agreement shall be borne solely by Ultra. Ultra further agrees to indemnify and hold Alpine and/or Williams harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Ultra's operation of any well drilled pursuant to the terms of this Farmout Agreement.

13. WELL INFORMATION REQUIREMENTS:

On all wells drilled by Ultra on the Contract Area lands Ultra will provide Alpine and Williams with copies of all open-hole well logs, cased-hole well logs, drilling logs, sample logs, mud logs, completion data, production data, and other well-drilling and completion information acquired from such wells. Alpine's and Williams' representatives will have reasonable access to each such drill site and will be permitted to observe such well drilling, completion, and production operations at Alpine's and Williams' risk and expense.

14. WELL TAKE OVER:

If, after drilling and testing operations are completed for the Cottonwood #32-33 Well and/or the Daniel Unit Well, and/or any subsequent wells drilled within the Contract Area, as provided above in paragraphs 2, 3, and 4, and Ultra elects to plug and abandon said well(s), Ultra shall give prompt notice to Alpine of Ultra's intention to do so. Alpine shall then have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of said notice to elect at its sole option to take over the well. Ultra and Alpine may tender the respective notice and/or response by telephone, FAX transmission, telecopy or telegram within the time period prescribed herein, and later confirm said notice and/or response with a signed document. Failing receipt of response from Alpine during said period, Alpine shall be deemed to have declined, and Ultra shall proceed to plug and abandon the well.

If Alpine elects to take over said well, Ultra shall prepare a well-bore assignment to Alpine, conveying Ultra's interest to Alpine in the material and equipment associated therewith. In the event of take over, Alpine's operations on such well from and after the date of take over shall be at Alpine's sole cost, risk, and expense, and all of Alpine's completion operations shall be done on a confidential basis without disclosure to Ultra unless or until a mutually acceptable confidentiality disclosure agreement has been signed by Ultra.

In the event that Alpine's take over operations are unsuccessful and do not establish production in paying quantities, Alpine shall pay the reasonable salvage value of Ultra's interest in the well, materials, and equipment associated therewith at the time of take over, less Alpine's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration.

15. RESTORATION OF PREMISES:

For any well drilled on the Contract Area, Ultra shall observe and comply with all lease obligations and Ultra shall restore the surface of the lands as near as practicable to its condition before the commencement of operations hereunder, and in conformance with applicable laws and ordinances and applicable governmental rules, regulations and orders.

16. SURRENDER OR ABANDONMENT:

If Ultra, following delivery of an assignment hereunder, should elect to surrender or abandon Alpine's and/or Williams lease(s) or any well located on

the Contract Area, Ultra shall give Alpine and/or Williams and any prior owners of said lease(s) that have reserved reassignment rights ninety (90) days written notice prior to such surrender or abandonment in which to elect whether or not to accept a reassignment of Ultra's interest therein. If Alpine and/or Williams so elect, Ultra shall assign such interest to Alpine and/or Williams. If Alpine and/or Williams do not so elect, then such reassignment rights as may have been reserved in the lease assignments to Alpine must be offered to such lease assignors.

17. UNITIZATION:

Ultra agrees to comply with the terms of the existing Green Piney Unit Agreement and the Green Piney Unit Operating Agreement, copies of which have been provided to Ultra by Alpine.

18. GAS PROCESSING AND GATHERING:

Upon establishment of production, Ultra shall have the right but not the obligation to construct and operate any gas processing plant(s) and gathering system(s) for any production from the Contract Area owned, in kind, by Ultra, or its assignee.

19. APPLICABLE LAWS:

This Farmout Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of Wyoming and shall be subject to all valid and applicable State, Federal, and local laws, rules, regulations, and orders; and, in the event this agreement or any provision hereof is, or the operations contemplated hereby, are found to be inconsistent with or contrary to any such laws, rules, regulations and orders, the latter shall be deemed to control. This agreement shall be regarded as modified accordingly and shall, as so modified, continue in full force and effect, provided however, this agreement shall not become effective until it has been executed by all parties named herein.

20. NOTICES/INFORMATION:

Unless otherwise provided, any notices which are necessary, authorized or required hereunder between the Parties hereto shall be addressed as follows:

| | |
|---|---|
| Ultra Petroleum (USA) Inc.<br>74151 Military Road<br>Covington, Louisiana 70435<br><br>Attention: Jerry Albertus<br><br>Telephone: (504) 892-6333<br>FAX: (504) 892-6333 | Alpine Gas Company<br>Plaza Tower One, Suite 1977<br>6400 S. Fiddler's Green Crcl.<br>Englewood, Colorado 80111<br><br>Attention: Gilman A. Hill<br>President<br>or<br>Howard O. Sharpe<br>Executive V.P.<br><br>Telephone: (303) 771-1101<br>FAX: (303) 771-1134<br>or (303) 771-5477 |

Notices will be forwarded to the above by fax to be followed by a hard copy.

21. ASSIGNABILITY:

Neither this Farmout Agreement nor any rights hereunder shall be assigned by Ultra to any third party, with the exception of ADDA Petroleum (Wyoming) Inc., prior to earning an assignment of interest without the prior written consent of Alpine and/or Williams, which such consent shall not be unreasonably withheld. If Alpine and/or Williams give such written consent, all of the terms, conditions and covenants of this Farmout Agreement shall be binding upon any assignee just as though assignee had executed this Farmout Agreement as a party hereto. Ultra agrees to furnish to Alpine and/or Williams a copy of any such assignment(s) within fifteen (15) days of the execution and recordation of any assignment of the interests or rights granted herein to a third party.

22. EFFECT OF AGREEMENT:

The terms, provisions and conditions of this Farmout Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and said terms, provisions and conditions shall be covenants running with the lands and leases.

Ultra shall obtain and pay or reimburse Alpine, when applicable, for all permits and licenses, if any, required for conducting operations hereunder and shall strictly comply with all applicable laws and ordinances and all applicable governmental rules, regulations and orders in connection with conducting operations hereunder, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, all applicable pollution control laws, ordinances, rules, regulations, and orders and those pertaining to ecology and the environment (as all of same have been or may hereafter be amended). Ultra shall also, unless exempt, comply with Executive Order 11246 (Equal Employment Opportunity) effective October 24, 1965, and Affirmative Action Plans set forth in 41 C.F.R. Part 60, as same may hereafter be amended or superseded, together with all relevant governmental rules, regulations, and orders promulgated pursuant thereto. Ultra agrees that all provisions of said laws, ordinances, rules, regulations and orders shall be deemed incorporated herein by reference and shall be binding upon Ultra to the same extent as if copied in full herein.

This Farmout Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or entity of any kind, nor to constitute Ultra as the agent for Alpine and/or Williams.

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1986, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1986 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. If applicable, Alpine and/or Williams is hereby authorized to execute and file on behalf of itself/himself such elections with the appropriate governmental agencies.

23. CONFLICT OF INTEREST:

No director, employee or agent of either party shall give to or receive from any director, employee or agent of the other party any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Farmout Agreement. Any representative(s) authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph.

24. This Farmout Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. This Farmout Agreement shall extend to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

Executed and effective as of this 9th day of May, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a ALPINE GAS COMPANY,

By _____
Gilman A Hill, as General Partner
and as President

_____
J. WINSTON WILLIAMS

ULTRA PETROLEUM (USA) INC.

By _____
Charlotte H. Kauffman
Attorney-in-Fact

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, and as President of ALPINE GAS COMPANY, a d/b/a of Shama Zoe Limited Partnership, this 7th day of May, 1997.

WITNESS my hand and official seal.

My Commission Expires:

November 21, 1998

JoAnn Sarver, Notary Public

ADDRESS: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

STATE OF COLORADO )
) ss.
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me by J. WINSTON WILLIAMS this 11th day of May, 1997.

WITNESS my hand and official seal.

My Commission Expires:

November 21, 1998

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

STATE OF Wyoming )
) ss.
COUNTY OF Natrona )

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of May, 1997, personally appeared Charlotte H. Kauffmann, Attorney-in-Fact for ULTRA PETROLEUM (USA) INC., a Colorado corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Attorney-in-Fact and acknowledged to me that she executed the same as her 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

My Commission Expires:

8/31/2000

B. Lea Shultz
Notary Public

B. LEA SHULTZ NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Aug. 31, 2000



610

# AMENDMENT TO FARMOUT AGREEMENT

This Amendment is made and entered into this 3rd day of November, 1997, by and between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, as "Alpine", J. Winston Williams, 8076 County Road #113, Carbondale, Colorado 81623, as "Williams", and Ultra Petroleum (USA) Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, as "Ultra".

## WITNESSETH

WHEREAS, Alpine, Williams, and Ultra have agreed to amend, modify, and change that certain Farmout Agreement dated May 9, 1997, by and between Alpine, Williams, and Ultra. The parties have hereby mutually agreed to the following modifications and amendments.

WHEREAS, STARWOOD, INC., a Texas Corporation, shall be added as a party to said Farmout Agreement dated May 9, 1997, as amended, being by and between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, hereinafter referred to as "Alpine"; J. Winston Williams, 8076 County Road #113, Carbondale, Colorado 81623, hereinafter referred to as "Williams"; Starwood, Inc., a Texas Corporation, 93 Horseshoe Drive, P.O. Box 200, Basalt, CO 81621, hereinafter referred to as "Starwood"; and Ultra Petroleum (USA) Inc., 609 West Hastings Street, Suite 1100, Vancouver, B.C. V6B 4W4, hereinafter referred to as "Ultra". By the execution of Starwood, Inc. to this Amendment to Farmout Agreement, it is as though it was a signatory party to the Farmout Agreement dated May 9, 1997, insofar and insofar only as it covers lands and leases and wells drilled in the Daniel Unit, Sublette County, Wyoming.

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, title, and interest in and to oil and gas leases in the Daniel Unit, Sublette County, Wyoming, containing 2,280.00 acres, more or less, and also referred to as "Contract Area"; and

WHEREAS, in said Farmout Agreement dated May 9, 1997, wherever "Alpine and Williams" appear in paragraph(s) 3, 8, 12, 13, 16, and 21, it shall be amended to read "Alpine, Williams, and Starwood"; and

WHEREAS, inasmuch as Starwood is a signatory party to the Amendment to Farmout Agreement, the following language in paragraph 4 is hereby deleted:

". . . However, it is recognized by the parties hereto that Starwood, Inc. owns approximately 2,280 acres, constituting about 8.91% of this proposed Daniel Unit area. Starwood, Inc. is not a party to this Farmout Agreement, and their lease interest cannot be committed to this Farmout Agreement. Therefore, Alpine will use its best efforts to acquire Starwood, Inc.'s lease interest within the proposed Daniel Unit by lease exchange or otherwise. However, in the event that Alpine cannot acquire the working interest/operating rights of said Starwood, Inc.'s leases in the proposed Daniel Unit, then Alpine will assign to Ultra the equivalent amount of Alpine's lease rights as would have been earned from Starwood, Inc.'s lease interest by Ultra's farmout wells as drilled, with said assigned lease interests to be selected by mutual agreement out of the lease interests owned by Alpine on the lands described as follows:

"In Township 33 North, Range 110 West: Sections 20 and 30; the W/2 W/2 of Section 21; the W/2 NW/4 and SW/4 of Section 28; the W/2 W/2, NE/4 NW/4, SW/4 NE/4, & W/2 SE/4 of Section 33.

"In Township 33 North, Range 111 West: E/2 of Section 1; and Lot 7 and SE/4 SW/4 of Section 6.

"Totaling 2,396.76 acres, more or less."

WHEREAS, inasmuch as Williams was the successful bidder of Tract WY-9706-280, offered for lease on the June 3, 1997 Bureau of Land Management Competitive Oil & Gas Lease Sale, covering 2,164.00 acres, more or less, and this lease is committed by Williams to this Farmout Agreement. Consequently, the following language of paragraph 4 contained at the bottom of page 2, continuing on to page 3, is deleted:

"Also, it is understood that there are approximately 2,560.08 acres of land in the proposed Daniel Unit which is presently unleased, of which about 2,164.00 acres, more or less, is Bureau of Land Management land being offered for lease on the June 3, 1997 Bureau of Land Management Competitive Oil & Gas Lease Sale, about 76 acres is unleased Bureau of Land Management land not offered for lease, and about 320.00 acres is unleased fee lands. Alpine and/or Williams will use their best efforts to acquire leases on those unleased lands, which would then be subject to this agreement. In the event that Alpine and/or Williams is unable to acquire the leases on these unleased lands, then it will notify Ultra so that Ultra may attempt to separately acquire the leases on these unleased lands. If Alpine and/or Williams do not acquire lease rights on these unleased lands, then Alpine will assign to Ultra out of the land described above on this page 3 sufficient Alpine lease interests, which are equivalent to the amount of Alpine's lease rights as would have been earned on these unleased lands by Ultra's farmout wells as drilled."

and in lieu thereof, insert the following language:

"Also, it is understood that there are approximately 396.00 acres of land in the proposed Daniel Unit which is presently unleased or partially unleased, of which about 76 acres is unleased Bureau of Land Management land not offered for lease and about 320.00 acres is unleased or partially unleased fee lands. It is Alpine's, Williams', and Starwood's understanding that the unleased or partially unleased fee lands cover interests that would require considerable effort to lease and Alpine, Williams, and Starwood do not plan to pursue leasing the unleased fractional interests of these 320.00 acres of fee lands and, if Ultra so desires, they may attempt to separately acquire leases on these partially unleased fee lands."

WHEREAS, paragraph 10 will be deleted in its entirety, and in lieu thereof insert the following paragraph 10:

"10. Alpine shall assign to Ultra the leasehold interest earned, as provided herein, delivering an 81% Net Revenue Interest on the portion of each lease thereby assigned. Williams shall assign to Ultra the leasehold interest earned under WYW-141371 and WYW-_____ (Tract WY-9706-280), as provided herein, delivering an 80% Net Revenue Interest under the portion of this lease thereby assigned. Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering an 80% Net Revenue Interest on the portion of each lease thereby assigned."

613

WHEREAS, J. Winston Williams and Starwood, Inc. should also be listed as Parties to receive Notices under Paragraph 20. NOTICES/INFORMATION:, and the amended listing, which also reflects Ultra's Colorado address, is as follows:

| | |
|---|---|
| Ultra Petroleum (USA) Inc.<br>304 Inverness Way South, Suite 295<br>Englewood, Colorado 80112<br>Attention: Jerry Albertus<br><br>Telephone: (303) 708-9740<br>FAX: (303) 708-9748<br><br>J. Winston Williams<br>8076 County Road #113<br>Carbondale, Colorado 81623<br><br>Telephone and FAX: (970) 928-8722<br><br>Don R. Holloway, President<br>Starwood, Inc.<br>P.O. Box 200<br>Basalt, Colorado 81621<br><br>Telephone and FAX: (970) 927-9059 | Alpine Gas Company<br>Plaza Tower One, Suite 1977<br>6400 S. Fiddler's Green Crcl.<br>Englewood, Colorado 80111<br><br>Attention: Gilman A. Hill<br>President<br>or<br>Howard O. Sharpe<br>Executive V.P.<br><br>Telephone: (303) 771-1101<br>FAX: (303) 771-1134<br>or (303) 771-5477 |

WHEREAS, all other provisions of the Farmout Agreement shall remain as originally written.

NOW, THEREFORE, it is agreed the provisions of this Amendment to Farmout Agreement shall be binding on Alpine, Williams, Starwood, and Ultra as though the amended provisions were part of the Farmout Agreement dated May 9, 1997.

EXECUTED this 3rd day of November, 1997, but to be effective May 9, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By_____
Gilman A. Hill, as General Partner
and as President

_____
J. WINSTON WILLIAMS

ULTRA PETROLEUM (USA) INC.

By_____
R. G. "Jerry" Albertus, President

STARWOOD, INC.

By_____
Don R. Holloway, President
Insofar and insofar only as it covers lands and leases and wells drilled in the Daniel Unit.

[redacted]ATE 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, and as President of ALPINE GAS COMPANY, a d/b/a of Shama Zoe Limited Partnership, this _____ day of November, 1997.

WITNESS my hand and official seal.

My Commission Expires:

November 21, 1998

JoAnn Sarver, Notary Public

ADDRESS: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

The foregoing instrument was acknowledged before me by J. WINSTON WILLIAMS this _____ day of November, 1997.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of November, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of November, 1997, personally appeared R. G. "Jerry" Albertus, as President of ULTRA PETROLEUM (USA) INC., a Colorado Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

Suzanne Wright, Notary Public

My Commission Expires:

February 27, 1998

[redacted] [redacted] [redacted]

# AMENDMENT TO FARMOUT AGREEMENT

This Amendment is made and entered into this _____ day of June, 1997, by and between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, as "Alpine", J. Winston Williams, 8076 County Road #113, Carbondale, Colorado 81623, as "Williams", and Ultra Petroleum (USA) Inc., 609 West Hastings Street, Suite 1100, Vancouver, B.C. V6B 4W4, as "Ultra".

## WITNESSETH

WHEREAS, Alpine, Williams, and Ultra have agreed to amend, modify, and change that certain Farmout Agreement dated May 9, 1997, by and between Alpine, Williams, and Ultra. The parties have hereby mutually agreed to the following modifications and amendments.

WHEREAS, STARWOOD, INC., a Texas Corporation, shall be added to the parties to said Farmout Agreement dated May 9, 1997, with said Farmout Agreement dated May 9, 1997, as amended, being by and between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, hereinafter referred to as "Alpine"; J. Winston Williams, 8076 County Road #113, Carbondale, Colorado 81623, hereinafter referred to as "Williams"; Starwood, Inc., a Texas Corporation, 93 Horseshoe Drive, P.O. Box 200, Basalt, CO 81621, hereinafter referred to as "Starwood"; and Ultra Petroleum (USA) Inc., 609 West Hastings Street, Suite 1100, Vancouver, B.C. V6B 4W4, hereinafter referred to as "Ultra". By the execution of Starwood, Inc. to this Amendment to Farmout Agreement, it is as though it was a signatory party to the Farmout Agreement dated May 9, 1997, insofar and insofar only as it covers lands and leases and wells drilled in the Daniel Unit, Sublette County, Wyoming.

WHEREAS, Starwood represents that it is the owner of certain leasehold rights, title, and interest in and to oil and gas leases in the Daniel Unit, Sublette County, Wyoming, containing 2,280.00 acres, more or less, and also referred to as "Contract Area"; and

WHEREAS, in said Farmout Agreement dated May 9, 1997, wherever "Alpine and Williams" appear in paragraph(s) 8, 12, 13, 16, and 21, it shall be amended to read "Alpine, Williams, and Starwood"; and

WHEREAS, inasmuch as Starwood is a signatory party to the Amendment to Farmout Agreement, the following language in paragraph 4 is hereby deleted:

". . . However, it is recognized by the parties hereto that Starwood, Inc. owns approximately 2,280 acres, constituting about 8.91% of this proposed Daniel Unit area. Starwood, Inc. is not a party to this Farmout Agreement, and their lease interest cannot be committed to this Farmout Agreement. Therefore, Alpine will use its best efforts to acquire Starwood, Inc.'s lease interest within the proposed Daniel Unit by lease exchange or otherwise. However, in the event that Alpine cannot acquire the working interest/operating rights of said Starwood, Inc.'s leases in the proposed Daniel Unit, then Alpine will assign to Ultra the equivalent amount of Alpine's lease rights as would have been earned from Starwood, Inc.'s lease interest by Ultra's farmout wells as drilled, with said assigned lease interests to be selected by mutual agreement out of the lease interests owned by Alpine on the lands described as follows:

"In Township 33 North, Range 110 West: Sections 20 and 30; the W/2 W/2 of Section 21; the W/2 NW/4 and SW/4 of Section 28; the W/2 W/2, NE/4 NW/4, SW/4 NE/4, & W/2 SE/4 of Section 33.

"In Township 33 North, Range 111 West: E/2 of Section 1; and Lot 7 and SE/4 SW/4 of Section 6.

"Totaling 2,396.76 acres, more or less."

WHEREAS, the following language of paragraph 4 contained in the second line of the first paragraph on page 3 ". . . land described above on this page 3 . . ." is deleted, and in lieu thereof insert the following language:

". . . following described lands . . .

"In Township 33 North, Range 110 West: Sections 20 and 30; the W/2 W/2 of Section 21; the W/2 NW/4 and SW/4 of Section 28; the W/2 W/2, NE/4 NW/4, SW/4 NE/4, & W/2 SE/4 of Section 33.

"In Township 33 North, Range 111 West: E/2 of Section 1; and Lot 7 and SE/4 SW/4 of Section 6.

"Totaling 2,396.76 acres, more or less."

WHEREAS, paragraph 10 will be deleted in its entirety, and in lieu thereof insert the following paragraph 10:

"10. Alpine shall assign to Ultra the leasehold interest earned, as provided herein, delivering an 81% Net Revenue Interest on the portion of each lease thereby assigned. Williams shall assign to Ultra the leasehold interest earned under WYW-141371, as provided herein, delivering an 80% Net Revenue Interest under the portion of this lease thereby assigned. Starwood shall assign to Ultra the leasehold interest earned, as provided herein, delivering an ____ Net Revenue Interest on the portion of each lease thereby assigned."

WHEREAS, all other provisions of the Farmout Agreement shall remain as originally written.

NOW, THEREFORE, it is agreed the provisions of this Amendment to Farmout Agreement shall be binding on Alpine, Williams, Starwood, and Ultra as though the amended provisions were part of the Farmout Agreement dated May 9, 1997.

EXECUTED this _____ day of June, 1997, but to be effective May 9, 1997.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By_____
Gilman A. Hill, as General Partner
and as President

ULTRA PETROLEUM (USA) INC.

By_____
Charlotte H. Kauffman,
Attorney-in-Fact

STARWOOD, INC.

J. WINSTON WILLIAMS

By_____
Don R. Holloway, President
Insofar and insofar only as it covers lands and leases and wells drilled in the Daniel Unit.

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, and as President of ALPINE GAS COMPANY, a d/b/a of Shama Zoe Limited Partnership, this _____ day of June, 1997.

WITNESS my hand and official seal.

My Commission Expires:

November 21, 1998

JoAnn Sarver, Notary Public

ADDRESS: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

STATE OF COLORADO )
) ss.
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me by J. WINSTON WILLIAMS this _____ day of June, 1997.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public



618

STATE OF COLORADO )
) ss.
COUNTY OF EAGLE )

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of June, 1997, personally appeared Don R. Holloway, President of STARWOOD, INC., a Texas Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

My Commission Expires: Notary Public

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STATE OF WYOMING )
) ss.
COUNTY OF NATRONA )

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of June, 1997, personally appeared Charlotte H. Kauffman, Attorney-in-Fact for ULTRA PETROLEUM (USA) INC., a Colorado Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Attorney-in-Fact and acknowledged to me that she executed the same as her 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as above written.

My Commission Expires: Notary Public

---

Exhibit 7

Chevron

# Chevron

January 5, 1998

Chevron U.S.A. Production Company
1301 McKinney Street
Houston, TX 77010-3032
P.O. Box 1635
Houston, TX 77251-1635

K. V. Lazarine, CPL
Area Manager
713 754 3951
713 754 3891 (fax)

VIA FAX (970) 927-4997
Starwood, Inc.
Don Holloway
100 Elk Run Drive, Suite 215
Basalt, Colorado 81621

Re: Conditional Assignment and Cross Assignment
Hoback Basin Area
Sublette County, Wyoming

Gentlemen:

This letter will evidence the Agreement by and between Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc. ("Chevron") and Starwood, Inc. ("Starwood") relating to the Conditional Assignment and Cross Assignment of certain leasehold owned by Chevron and Starwood within the Hoback Basin, Sublette County, Wyoming

Whereas, by Letter Agreement dated September 12, 1997, Chevron conveyed to Ultra Resources, Inc. ("Ultra") a right to earn an assignment of certain Chevron leasehold conditioned upon Ultra drilling and completing one (1) Mesaverde test well in Section 33, T34N-R112W on or before September 1, 1998. The area which Ultra has a right to earn is referred to as the Antelope Ranch Area and is depicted on Exhibit "A" attached hereto and made a part hereof;

Whereas, under the terms of Chevron's Agreement with Ultra, Chevron reserved and excepted every other 160-acre governmental quarter section outside Ultra's initial earning block. This checkerboard reservation is shown on Exhibit "A" attached hereto, as the white squares bordered by a black outline, hereinafter "Chevron Contract Area";

Whereas, Starwood is the present owner of record title and operating rights pertaining to certain fee oil and gas leases located in Townships 31 North-Ranges 110 and 111 West, and Township 30 North-Range 110 West, hereinafter "Starwood Contract Area";

NOW THEREFORE, in consideration of a cross assignment of acreage and the mutual covenants and the terms and conditions contained herein, the adequacy of which is hereby acknowledged by each party, the parties hereby agree as follows:

**Assignment to Chevron**

1. Within thirty days of execution of this Agreement. Chevron will identify a potential drillsite for its exploratory test well consisting of a 160-acre governmental quarter section. In addition to the 160-acre drillsite, Chevron will identify and select eight (8) offsetting 160-acre governmental quarter sections (owned by Starwood) of Chevron's choice in a "checkerboard" pattern, for a total of 1440 net acres, hereinafter referred to as the Initial Earning Block. Within sixty (60) days of execution of this Agreement, Starwood shall assign to Chevron the drill site 160-acre governmental quarter section selected by Chevron.

2. Chevron will have the right but not the obligation to commence the drilling, or cause the drilling, of the exploratory test well on the selected 160-acre drillsite (or an alternate location of Chevron's choice) within the Initial Earning Block on or before July 1, 1998. If the drilling of said initial test well is not commenced on or before July 1, 1998, then this Agreement and Chevron's rights therein are terminated.

3. Upon successfully completing an Initial Test Well capable of producing in paying quantities, Chevron will have earned an Assignment of 100% of Starwood's leasehold interest in the drillsite 160-acre governmental quarter section and will have earned and will request an assignment of eight (8) surrounding and offsetting 160-acre governmental quarter sections (owned by Starwood) in a "checkerboard" pattern for a total of 9 x 160 acres = 1440 net acres within the Initial Earning Block. Chevron will earn an Assignment of 100% of Starwood's leasehold working interest in all zones between the base of the Fort Union Formation and 100 feet below the deepest depth drilled in the Initial Test Well within the Initial Earning Block.

4. Within thirty (30) days of being notified that Chevron has successfully drilled and completed the Initial Test Well capable of producing in paying quantities, Starwood shall assign to Chevron the eight (8) 160-acre governmental quarter sections in a checkerboard pattern selected by Chevron. The checkerboard pattern may be subsequently altered by mutual consent of the parties hereto, but in no event will Chevron's acreage and assignment rights under this agreement be deminished.

5. Starwood shall reserve for its benefit, every other 160-acre governmental quarter section within the defined checkerboard of the Initial Earning Block.

6. Chevron will provide Starwood access to logs from any well(s) drilled by Chevron within the Starwood Contract Area. Starwood agrees to keep all information pertaining to Chevron's well(s) confidential.

7. Upon request by Starwood, and notification to Chevron, Starwood will be allowed access to Chevron's drill site(s) within the Starwood Contract Area. However, in the event that Starwood is allowed access to Chevron's drill site(s), and only as it relates to Starwood's access to Chevron's drillsite(s), Starwood agrees to defend, protect, indemnify and save Chevron harmless from any and all claims, demands, liabilities, injuries, losses, damages, cost (including attorney fees), causes of action and expenses arising out of, incident to or resulting directly or indirectly in connection with Chevron's operations.

8. Starwood will deliver to Chevron an eighty percent (80%) net revenue interest on each oil and gas lease assigned, and will reserve in each assignment as an overriding royalty interest, an undivided percentage interest equal to the difference between twenty percent (20%) and the existing lease burdens.

9. All wells proposed to be drilled will be drilled on 160-acre governmental quarter sections (a "Drilling Block"). When Chevron proposes a well within the Starwood Contract Area, the parties agree to pool their acreage (when necessary) to comply with the 160-acre Drilling Block. It is the intent of the parties that, as between the parties, the unitized substances shall be explored for and developed on the basis of 160-acre governmental quarter section Drilling Blocks to which there shall be no adjustment made as to the cost of the drilling of any wells located thereon or resulting from the establishment of participating areas; provided, however, that the parties hereto do further intend and agree that "lease burdens" shall be paid on the basis of a "participating area": as defined in the Unit Agreement pertaining hereto. In the event a 160-acre Drilling Block is proposed by Chevron, either for the initial test well or for a subsequent well, the parties agree to pool their acreage as necessary to form a 160-acre quarter section Drilling Block.

10. In the event that the Initial Test Well drilled, or caused to be drilled, by Chevron is completed for production but is not capable of being produced in paying quantities, as defined herein, then Chevron has the further option to drill and complete a substitute well capable of being produced in paying quantities prior to December 31, 1998. The drilling of said substitute well may be at a location of Chevron's choice on any quarter section which would have been earned by said initial well if it had established production in paying quantities. If such substitute well is drilled and completed prior to December 31, 1998 and, if said substitute well is determined to be capable of being produced in paying quantities, as defined herein, then Chevron will earn an assignment of the Initial Earning Block on a checkerboard pattern which would have been earned by the initial drilled test well if it had established production in paying quantities.

11. Chevron will have the option but not the obligation, to earn a Second Earning Block (1440 net acres) within the Starwood Contract Area by commencing, or causing the drilling of a well at a location of Chevron's choice within the Starwood Contract Area on or before 180 days from the completion of the initial test well within the Initial Earning Block (subject to the usual governmental drilling restrictions, force majure, and rig availability). Failure to comply with the drilling obligation would cause Chevron's earning rights to be forfeited.

12. In the event that Chevron elects to drill and earn a second earning block, it is agreed and understood that all the basic terms and conditions setforth hereinabove for the initial earning block will apply to the second earning block. However, terms and conditions may be subsequently altered by mutual consent of the parties hereto.

13. The entire cost, risk and expense of drilling, testing, completing and equipping or plugging and abandoning any well drilled pursuant to the provisions of this Agreement shall be borne solely by Chevron. Chevron further agrees to indemnify and hold Starwood harmless from any and all claims, causes of action or damage to persons or property arising out of or in any way connected with Chevron's operation of any well drilled pursuant to the terms of this Agreement.

**Assignment to Starwood**

1. At such time that Chevron requests an Assignment of the initial drillsite 160-acre governmental quarter section within the Initial Earning Block, Starwood shall have the right to request an Assignment from Chevron of a 160-acre governmental quarter section of its choice within the Antelope Ranch Area which is more particularly described in Exhibit "A" attached hereto and also referred to hereinafter as the "Chevron Contract Area". Starwood's request for Assignment will be limited to Chevron's retained leasehold within the Antelope Ranch Area, whereby Chevron reserved every other 160-acre governmental quarter section. This checkerboard reservation is shown on Exhibit "A" attached hereto.

2. In the event that Chevron's initial test well within the Initial Earning Block is drilled and completed as a well capable of producing in paying quantities, and Chevron earns an assignment of Starwood acreage (1440 net acres), Starwood shall have the right to request an assignment from Chevron for an additional eight (8) governmental quarter sections of Starwood's choice within the Antelope Ranch Area, for a total of 1440 net acres. Chevron will provide such assignment to Starwood within thirty (30) days of successfully drilling and completing a well that has been determined to be capable of producing in paying quantities.

3. In the event that Chevron proposes and drills a Second Earning Block within the Starwood Contract Area, Starwood shall have the right to additional assignments (up to 1440 net acres) of Starwood's choice within Chevron's Antelope Ranch Area, under the same terms an conditions setforth hereinabove.

4. Chevron will deliver to Starwood an eighty percent (80%) net revenue interest on each oil and gas lease interest assigned, and will reserve in each assignment as an overriding royalty interest, an undivided percentage interest equal to the difference between twenty percent (20%) and the existing lease burdens.

5. It is the intention of the parties hereto to convey like-kind assignments (equal number of acres) in each others respective leaseholds at such time that Chevron drills and completes wells capable of producing in paying quantities within the Starwood Contract Area. In the event that Chevron does not drill or cause to drill a well on the Starwood Contract Area, no assignments of leasehold will be earned by either party.

6. Chevron will not enter into any other Agreements affecting the Antelope Ranch Area leasehold, which is more particularly described in Exhibit "A" attached hereto, until such time that all the leasehold owned or controlled by Chevron and Starwood has been cross assigned or, when this Agreement terminates by reason of non-performance.

**Definitions**

(1) For the purpose of this agreement, the base of the Fort Union Formation is hereby defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the below referenced depth of the closest of the following four referenced wells:

(a) 6,870 feet in the Chevron drilled Billy #33-16 well, located in the NW SE of Section 16, Township 31 North, Range 111 West.

(b) 6,970 feet in the Chevron drilled Ross #33-7 well, located in the NW SE of Section 7, Township 30 North, Range 110 West.

(c) 8,535 feet in the Alpine drilled Mesa Federal #22-2 well, located in the SE NW of Section 2, Township 31 North, Range 110 West.

(d) 8,010 feet in the Chevron drilled Paradise #23-31 well, located in the NE SW (Lot 7) of Section 31, Township 31 North, Range 109 West.

(2) For the purpose of this agreement, the definition of a well which is capable of being produced in paying quantities is defined the same way the Alpine Tech and Green Piney Unit Agreements define this term (i.e., Section 9: DRILLING TO DISCOVERY), which is as follows:

> ". . . . which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit). . ."

(3) For the purpose of this agreement, a governmental quarter section shall be defined as governmental surveyed and designated area or lot, which is nominally approximately 160 acres or approximately one-fourth of a normal section (1 square mile) and is approved by the BLM Unit Authorized Officer (AO) to be a qualified governmental quarter section for drilling block designation purposes.

This Agreement may be executed by facsimile transmission and shall be effective upon receipt of the facsimile of the executed document by the undersigned which facsimile will have the same force and effect as on an original signed copy.

If this letter accurately sets forth the Agreement of the parties, please indicate by faxing an executed copy of this Agreement to this office at (713) 754-3891 and returning an executed duplicate to the address listed above.

CHEVRON U.S.A. PRODUCTION COMPANY,
a division of Chevron U.S.A. Inc.

Kirk V. Lazarine
Area Land Manager

AGREED TO AND ACCEPTED THIS 6th DAY OF January, 1998.

STARWOOD, INC.

BY: _____
DON R. HOLLOWAY
PRESIDENT

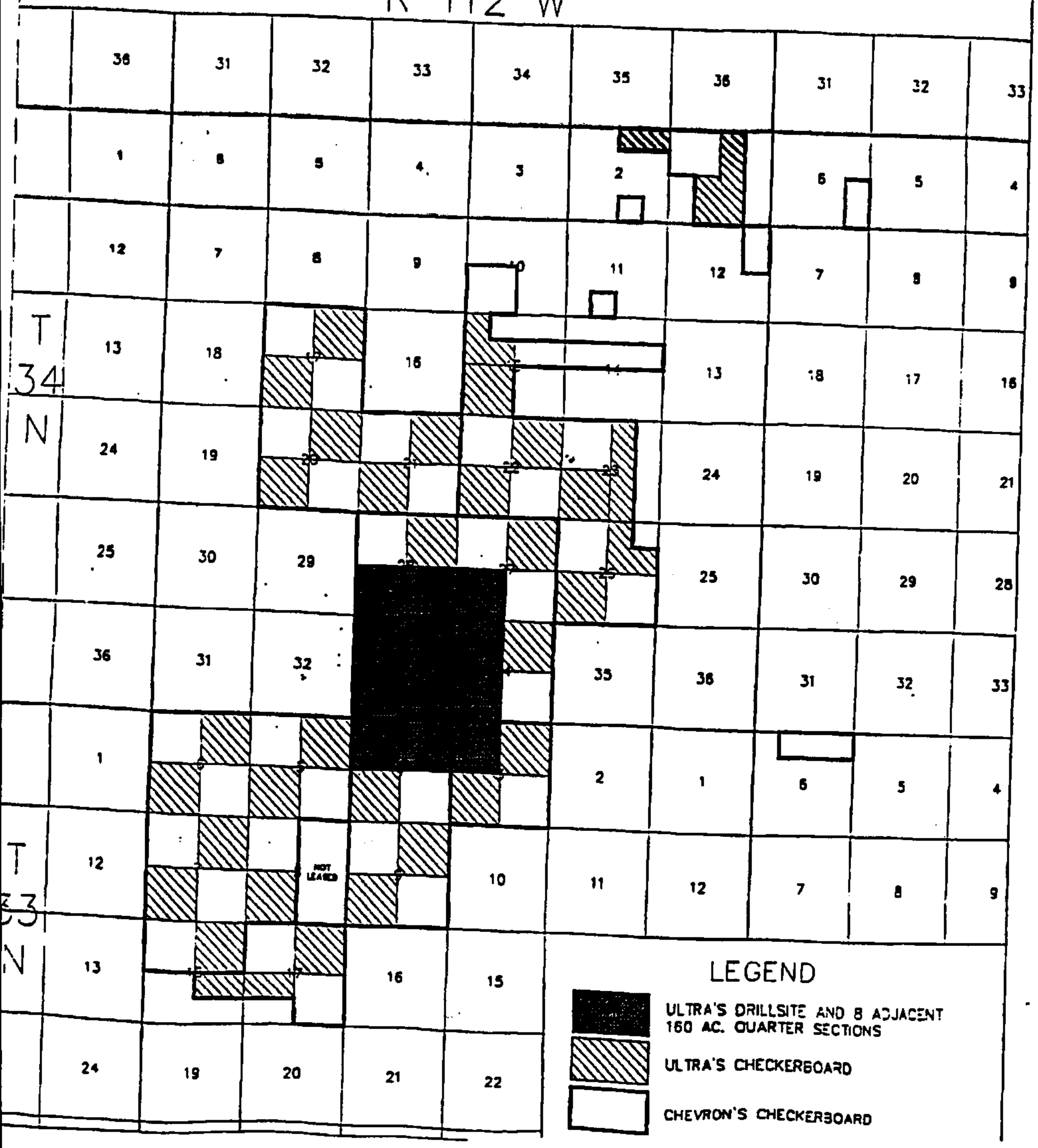
625

# EXHIBIT "A"

## ANTELOPE RANCH

SUBLETTE COUNTY, WY

Attached to and made a part of that certain Letter Agreement dated December 9, 1997 between Chevron USA Production Company and Starwood, Inc.



[redacted] [redacted] [redacted]

## ASSIGNMENT OF OIL AND GAS LEASES

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **High Plains Associates, Inc., 1557 Ogden, Suite 300, Denver, Colorado 80218, hereinafter called Assignor**, for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto, **Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, CO 80112**, hereinafter called Assignee, all of its right, title and interest in and to the oil and gas leases listed on Exhibit "A", insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignee herein.

EXECUTED this 7th day of November, 1997.

ATTEST

By: Lynne M. Baalman
Secretary

**HIGH PLAINS ASSOCIATES, INC.**

By: Louis A. Oswald, III
President

## ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO ]
] ss.
COUNTY OF DENVER ]

On this 7th day of **November, 1997**, before me personally appeared **Louis A. Oswald, III**, to me personally known, who, being by me duly sworn, did say that he is the **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 signed 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 seal this 7th day of November, 1997.

Lynn A. McBride Notary Public

My commission expires: 2/11/2001

265669

RECORDED February 4 1998 2:20 PM
IN BOOK 101 OF 6 PAGE 1020
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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 Oil and Gas Leases dated November 7, 1997**

| HPAI LEASE # | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF. DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 11070D | June M. Tompkins, a widow and heir of Velma O. Meyers, deceased | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 112 West, 6th P.M.<br>Section 15: SE4 | 8/11/97 | 106 | 14 |
| 11083 | Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative | High Plains Associates, Inc. | Sublette | Wyoming | Township 35 North, Range 110 West, 6th P.M.<br>Section 23: SW4SE4<br>Section 25: S2NW4, SW4NE4, W2SE4NE4, SW4, W2SE4, W2SE4SE4<br>Section 26: W2NE4, SE4NE4, N2NW4, NE4SE4<br>Section 36: NW4, N2NE4<br>Township 36 North, Range 110 West, 6th P.M.<br>Section 35: NE4 | 5/21/97 | 106 | 16 |
| 11087 | Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 109 West, 6th P.M.<br>Section 6: W2 of Lot 2(20.23), Lot 3(40.26), Lot 4(33.25)<br>Township 35 North, Range 109 West, 6th P.M.<br>Section 29: NW4, N2SW4, SW4SW4<br>Section 30: E2E2, W2NE4, SW4SE4, E2NW4, Lot 4 (38.44), SE4SW4<br>Section 31: W2E2, E2W2, Lot 1 (38.58), Lot 2 (38.88), Lot 3 (39.16), Lot 4 (39.46) | 5/21/97 | 106 | 11 |
| 11088 | Charles P. McAlister and Dorothy E. McAlister, Trustess of The McAlister Trust dated 12-9-93 | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 110 West, 6th P.M.<br>Section 30: Lots 2(33.06), 3(33.18), SE4NW4, NE4SW4, Less and except those tracts conveyed by Warranty Deed in Book 9, Page 41 and in Warranty Deed in Book 14, Page 343. | 7/29/97 | 106 | 9 |

**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Oil and Gas Leases dated November 7, 1997**

| LEASE # | LESSOR | LESSEE | COUNTY | STATE | DESCRIPTION | EFF. DATE | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|
| 11100A | Sidney Allen Roberts and Linda H. Roberts, husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 113 West, 6th P.M.<br>Section 1: Lots 3(39.20), 4(38.88), S2NW4<br>Section 2: Lots 1(38.62), 2(38.43), S2NE4<br>Section 3: Lots 3(38.84), 4(39.20), S2NW4<br>Section 4: E2SE4, SW4SE4, SE4SW4 | 8/15/97 | 106 | 5 |
| 11100B | Leona Roberts, a widow | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 113 West, 6th P.M.<br>Section 1: Lots 3(39.20), 4(38.88), S2NW4<br>Section 2: Lots 1(38.62), 2(38.43), S2NE4<br>Section 3: Lots 3(38.84), 4(39.20), S2NW4<br>Section 4: S2 | 8/15/97 | 106 | 7 |
| 11100C | Steven Louis Roberts and Teena M. Roberts husband and wife | High Plains Associates, Inc. | Sublette | Wyoming | Township 34 North, Range 113 West, 6th P.M.<br>Section 1: Lots 3(39.20), 4(38.88), S2NW4<br>Section 2: Lots 1(38.62), 2(38.43), S2NE4<br>Section 3: Lots 3(38.84), 4(39.20), S2NW4<br>Section 4: E2SE4, SW4SE4, SE4SW4 | 8/15/97 | 106 | 3 |

928

PRODUCERS 88-PAID UP

629

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of December 19 97 by and between J. Thomas Johnston, Trustee of "The J. Thomas Johnston Trust" dated October 21, 1988 and Jane H. Johnston, Trustee of "The Jane H. Johnston Trust" dated October 21, 1988

whose post office address is P.O. Box 627, Pinedale, WY 82941 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 4: Lots 2(35.28), 3(35.20), SW/4NE/4

Township 33 North, Range 108 West, 6th P.M.
Section 26: SW/4
Section 34: SE/4NE/4, N/2SE/4, SE/4SE/4
Section 35: W/2

265670

RECORDED February 4 1998 M
IN BOOK 104 OF OG PAGE 629
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

2.20P

See EXHIBIT "A" for additional lease provisions.

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 750.48 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, one-eighth (1/8th) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, [redacted] any mortgages, taxes or other liens on the above desc[redacted], in the event of default of payment by Lessor and be [redacted] the rights of th[redacted]reof, and the undersigned Lessors, for themselves and [redacted], successors and assigns, hereby surrender and release [redacted]ower 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 J. Thomas Johnston, Trustee
The J. Thomas Johnston Trust dated 10-21-88

x Jane H. Johnston, Trustee
The Jane H. Johnston Trust dated 10-21-88

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 5th day of December, 19 97 personally appeared J. Thomas Johnston, Trustee of The J. Thomas Johnston Trust dated 10-21-88

and Jane H. JohnstonTrustee of The Jane H. Johnston Trust dated 10-21-88

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 2001

John S. Mackey
Notary Public.

Address:

STATE OF
COUNTY OF } ss

INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ____ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

On this _____ day of _____, A.D. 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D., 19____.

My Commission Expires _____

Notary Public.

Address: _____

# EXHIBIT "A"

Attached to and made apart of the Oil and Gas Lease dated December 5, 1997, between J. Thomas Johnston, Trustee of "The J. Thomas Johnston Trust" dated October 21, 1988, and Jane H. Johnston, Trustee of "The Jane H. Johnston Trust" dated October 21, 1988, Lessors, and High Plains Associates, Inc., Lessee.

This Exhibit is specifically incorporated by this reference into the attached Lease. In the event of any conflict between the terms and conditions of the attached Lease and this Exhibit, the terms and conditions of this Exhibit will be deemed to prevail and control.

Notwithstanding anything to the contrary contained in the attached Lease, it is agreed:

1. There shall be no surface occupancy rights granted for oil and gas operations of any nature on the Leased Premises within 500 feet from each bank of Boulder Creek which traverse the Leased Premises. Lessee, its assigns or successors shall not undertake any operations on any wet lands associated with Boulder Creek that is in contravention of any Enviromental Law or Authority. Nothing contained herein shall prevent lessee from directional drilling from portions of the Leased Premises not affected by this condition and to explore or capture the oil and gas underlying the lands affected by this restriction.

2. That Lessee shall require that all contractors, subcontractors and other occupants of the Leased Premises to use and occupy the Leased Premises in strict compliance with the Environmental Laws and the terms of this Lease.

3. Lessee, its assigns or successors, shall indemnify and hold Lessor harmless against any and all liabilities, costs and expenses that occur or results from Lessee's, its assigns or successors, possession or operations conducted on the Leased Premises.

4. This Lease is further subject to a separate Surface and Damage Agreement between Lessor and Lessee dated December 5, 1997.

Signed for Identification

J. Thomas Johnston, Trustee

Jane H. Johnston, Trustee

High Plains Associates, Inc.

# QUIT CLAIM AND ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, Marion K. Hoover, a single man, whose mailing address is Marion K. Hoover, c/o Betty Gutzmer 9145 SW Pine Rd., Andover, Kansas 67002, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and quitclaim unto Micheal S. Mitchell, hereinafter referred to as "Assignee", whose address is 1259 Azure Lane, Wichita, Kansas 67235, all of Assignor's overriding royalty interest in and to the oil, gas and casinghead gas, and other hydrocarbon substances produced, saved, and marketed from the lands and leases described on Exhibit "A", attached hereto and made a part hereof for all purposes.

All or part of the leases described on Exhibit "A" may be committed to secondary recovery unit(s), known herein as (Unit(s)) located in Sublette County, Wyoming. To the extent Assignor may own an interest in a Unit(s) and any contracts pertaining thereto, Assignor does hereby bargain, sell, transfer, assign and convey to Assignee, all of its rights, title and interest in and to the Unit(s).

It is the intent of Assignor to convey to Assignee, all of Assignor's right, title and interest in and to the leases and in and to the Unit whether or not said leases and Unit are accurately and completely described herein.

The overriding royalty interest(s) conveyed herein are subject to the terms and conditions of the oil and gas leases described on Exhibit "A" attached and shall be further subject to the instruments creating said overriding royalty interests.

The overriding royalty shall be subject to any governmentally approved cooperative unit plan of development or operation or communitization or other agreement forming a well spacing or proration unit under the rules and regulations of the Commission to which the leases are now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

This Assignment in all its terms and conditions shall inure to the benefit and binding upon the parties hereto, their heirs, executors, and administrators, successors and assigns of the Assignor and Assignee herein.

**IN WITNESS WHEREOF,** Assignor has executed and delivered this Assignment of Overriding Royalty Interest with warranty of title both express and implied as of this 19 day of Jan, 1998, but effective for all purposes as of 7:00 a.m. RMT on the 1st day of November 1997.

ASSIGNOR: _____
Marion K. Hoover (Designated by an "X")

STATE OF KANSAS )
)
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 19 day of Jan, 1998 by Marion K. Hoover, personally known to me.

_____
Notary Public

My Commission Expires:

12-6-99

JOHNNA L. KETCHEM
Notary Public - State of Kansas
My Appt. Expires 12-6-99

265671

RECORDED February 4 1998 3:20 PM
IN BOOK 106 Oil & Gas PAGE 632
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lucton

632

633

# EXHIBIT "A"

**Attached to and made a part of that certain Quit Claim dated the 19 day of Jan, 1998 by and between Marion K. Hoover, as "Assignor" and Micheal S. Mitchell, as "Assignee"**

D.O. NUMBER: 0841359
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP T27-6G TWIN CREEK
LOCATION DESC: SW4 (LOTS 16 THRU 21), SECTION 6, T28N-R113W (PART OF UNIT TRACT 358)
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0001389 ORI
INTEREST DEC: 0.0001389 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: 11-1/9%X1/2X.000332 ORI
INTEREST DEC: 0.0000184 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: 11 1/9%X1/2X60/3011X1 2/3% ORI
INTEREST DEC: 0.0000185 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: 0.0002778 ORI
INTEREST DEC: 0.0002778 OWNERSHIP TYPE: ORI

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: 0.0006592 ORI
INTEREST DEC: 0.0006592 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: 0.0001389 ORI
INTEREST DEC: 0.0001389 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: 0.0000184 ORI
INTEREST DEC: 0.0000184 OWNERSHIP TYPE: ORI

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: 11-1/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0009259 OWNERSHIP TYPE: ORI

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

# EXHIBIT "A"

**Attached to and made a part of that certain Quit Claim dated the 19 day of Jan, 1998 by and between Marion K. Hoover, as "Assignor" and Micheal S. Mitchell, as "Assignee"**

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: 11-1/9%X1/2X.0266670 ORI
INTEREST DEC: 0.0014815 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: 11-1/9%X1/2X.0050000 ORI
INTEREST DEC: 0.0002778 OWNERSHIP TYPE: ORI

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: 11-1/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0006593 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: 11-1/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0009259 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: 0.0000184 ORI
INTEREST DEC: 0.0000184 OWNERSHIP TYPE: ORI

635

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL & GAS LEASE INTEREST ASSIGNMENT**

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

**Wyoming Oil & Gas Lease Serial Number** 97-00723 **Assignment Approval Date -** _____

**ASSIGNOR, with name and address at,**

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

**being the owner of** 100% **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

**interest in this lease, described in particular if less than the total leasehold as:**

Township 30 North, Range 108 West, 6th P.M.
Section 16: S/2

**For good and valuable consideration, hereby assigns to:** **********

**1) ASSIGNEE, with name and address at:**

Andover Partners
1001 Fannin, Suite 2000
Houston, TX 77002-6709

265683

50% **percent interest in the total leasehold, or as described in particular above.**

RECORDED January 5, 1998 10:20AM
IN BOOK 106 Oil & Gas PAGE 635
FEES $10.00 Mary L. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

**2) ASSIGNEE, with name and address at:**

**percent interest in the total leasehold, or as described in particular above.**

**3) ASSIGNEE, with name and address at:**

**percent interest in the total leasehold, or as described in particular above.**

**4) ASSIGNEE, with name and address at:**

**percent interest in the total leasehold, or as described in particular above.**

**5) ASSIGNEE, with name and address at:**

**percent interest in the total leasehold, or as described in particular above.**

**and reserving unto ASSIGNOR,** 50%

**This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.**

**ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.**

***This form may be duplicated.***
***If space is needed for additional assignors or assignees submit copies of this form only.***

[redacted] [redacted] [redacted]

**SIGNED AS TO TRANSFER AND ACCEPTANCE this** 29th **day of** December **19** 97.

| | |
|---|---|
| **ASSIGNOR -** Yates Petroleum Corporation | **Assignee (1) -** |
| **By -** Randy G. Patterson Old | **By -** |
| **Title -** Attorney-in-Fact | **Title -** |
| **Attest -** | **Attest -** |
| **Assignee (2) -** | **Assignee (3) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |
| **Assignee (4) -** | **Assignee (5) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |

**STATE OF NEW MEXICO** )
:ss
**COUNTY OF EDDY** )

The foregoing instrument was acknowledged before me this 29th day of December, 1997 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
[redacted] 2000

Notary Public

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Request [illegible] be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

637

97-00723

SIGNED AS TO TRANSFER AND ACCEPTANCE this 29th day of December 1997.

| | |
|---|---|
| **ASSIGNOR -** | **Assignee (1) -** ANDOVER PARTNERS |
| **By -** | **By -** Tom L. Dodds |
| **Title -** | **Title -** TOM L. DODDS ATTORNEY-IN-FACT |
| **Attest -** | **Attest -** |
| **Assignee (2) -** | **Assignee (3) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |
| **Assignee (4) -** | **Assignee (5) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED TOM L. DODDS, ATTORNEY-IN-FACT, 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 29th DAY OF December, 1997.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond mus be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zone under operating leases, begin without a bond first being in place.

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9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] 406 [redacted]

**STATE OF WYOMING**
**BOARD OF LAND COMMISSIONERS**
**OIL & GAS LEASE INTEREST ASSIGNMENT**

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

**Wyoming Oil & Gas Lease Serial Number** 97-00724 **Assignment Approval Date -** _____

**ASSIGNOR, with name and address at,** Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

**being the owner of** 100% **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

**interest in this lease, described in particular if less than the total leasehold as:**

Township 30 North, Range 109 West, 6th P.M.
Section 36: All

**For good and valuable consideration, hereby assigns to:** **********

**1) ASSIGNEE, with name and address at:** Andover Partners
1001 Fannin, Suite 2000
Houston, TX 77002-6709

265684

50% **percent interest in the total leasehold, or as described in particular above.**

RECORDED February 5 1998 10:20 AM
IN BOOK 106 Misc PAGE 638
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

**2) ASSIGNEE, with name and address at:**

_____ **percent interest in the total leasehold, or as described in particular above.**

**3) ASSIGNEE, with name and address at:**

_____ **percent interest in the total leasehold, or as described in particular above.**

**4) ASSIGNEE, with name and address at:**

_____ **percent interest in the total leasehold, or as described in particular above.**

**5) ASSIGNEE, with name and address at:**

_____ **percent interest in the total leasehold, or as described in particular above.**

**and reserving unto ASSIGNOR,** 50% _____

**This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.**

**ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.**

***This form may be duplicated.***
***If space is needed for additional assignors or assignees submit copies of this form only.***

6039

**SIGNED AS TO TRANSFER AND ACCEPTANCE this** 29th **day of** December **19** 97 .

| | |
|---|---|
| **ASSIGNOR -** YATES PETROLEUM CORPORATION | **Assignee (1) -** |
| **By -** | **By -** |
| **Title -** Randy G. Patterson<br>Attorney-in-Fact | **Title -** |
| **Attest -** | **Attest -** |

| | |
|---|---|
| **Assignee (2) -** | **Assignee (3) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |

| | |
|---|---|
| **Assignee (4) -** | **Assignee (5) -** |
| **By -** | **By -** |
| **Title -** | **Title -** |
| **Attest -** | **Attest -** |

**STATE OF NEW MEXICO** )
:ss
**COUNTY OF EDDY** )

The foregoing instrument was acknowledged before me this 29th day of December, 1997 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
7-27-2001

Notary Public

4) Each assignment, if approved, is recognized by the State as effective ... be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] 97-00724 [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 29th day of December 1997.

| ASSIGNOR - | Assignee (1) - ANDOVER PARTNERS |
|---|---|
| By - | By - Tom L. Dodds |
| Title - | Title - TOM L. DODDS ATTORNEY-IN-FACT |
| Attest - | Attest - |
| Assignee (2) - | Assignee (3) - |
| By - | By - |
| Title - | Title - |
| Attest - | Attest - |
| Assignee (4) - | Assignee (5) - |
| By - | By - |
| Title - | Title - |
| Attest - | Attest - |

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED TOM L. DODDS, ATTORNEY-IN-FACT, 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 29th DAY OF December, 1997.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

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8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

JAN 6

# STIPULATION AND CROSS-CONVEYANCE OF INTEREST

STATE OF WYOMING )
) SS.
COUNTY OF SUBLETTE )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the parties hereto are successors of mineral interests by means of Mineral Deeds conveyed by Leo J. Jensen covering, among other lands, the following described lands, hereinafter referred to as "Subject Lands":

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/4NW/4
Sublette County, Wyoming:

WHEREAS, there exists some uncertainty about the mineral interest ownership of the Subject Lands in contrast to the surface ownership.

WHEREAS, it is the desire of the parties hereto to clear up any title problems and to stipulate the mineral interests owned in the Subject Lands.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the undersigned parties, being mineral interest owners, hereby stipulate and agree that mineral ownership of the Subject Lands is owned by each party in the amount of interest appearing opposite each party's name:

| | |
|---|---|
| Eva Jensen | 12.5% |
| Justin Todd Jensen | 6.25% |
| Dales James Jensen | 6.25% |
| Guy Maynard Lozier | 3.125% |
| David Warren Lozier | 3.125% |
| Beverly Jensen Hambrick | 6.25% |
| John Wayne Jensen | 6.25% |
| Rex Craig Jensen | 6.25% |

To make this Stipulation effective, each of the parties referenced above, by their execution of this instrument, hereby sell, assign, quitclaim and cross-convey unto the other, the mineral interest in the Subject Lands as is necessary to vest each party with the interests set out above.

Any prior instruments and conveyances concerning the Subject Lands between any or all of the parties hereto are modified only to the extent that the terms of the prior instruments are inconsistent with this Stipulation and Cross-Conveyance of Interest. All other terms and provisions of the prior instruments and conveyances shall remain in full force and effect.

This Stipulation and Cross Conveyance of Interest may be executed in any number of counterparts each of which shall be considered an original for all purposes. Further, this Stipulation and Cross Conveyance of Interest shall be binding upon the parties, their heirs, successors and assigns.

This Stipulation and Cross Conveyance of Interest shall be effective only if executed by all parties.

265751

RECORDED February 10 1998 10:42 AM
IN BOOK 106 Of6 PAGE 641
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zucker

[redacted] [redacted] [redacted]

**EXECUTED the day set out in each acknowledgement, but effective for all purposes as of the date of first sales from the Jensen #3 well.**

WITNESSES:

X [redacted]

X [redacted]

By: X Eva Jensen
Eva Jensen

STATE OF WYOMING )
) ss.
COUNTY OF Sublette )

This instrument was acknowledged before me on November 6, 1997, by Eva Jensen.

My Commission Expires:
12-10-97

EILEEN HUBBARD - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Dec. 10, 1997

Eileen Hubbard
Notary Public

WITNESSES:

[redacted]

By: _____
Justin Todd Jensen

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199__, by _____.

My Commission Expires:

_____
Notary Public

**EXECUTED the day set out in each acknowledgement, but effective for all purposes as of the date of first sales from the Jensen #3 well.**

**WITNESSES:**

_____ **By:** _____
**Eva Jensen**

_____

**STATE OF WYOMING )**
**) ss.**
**COUNTY OF _____ )**

**This instrument was acknowledged before me on _____, 199___,**

**by _____.**

My Commission Expires:

_____
**Notary Public**

**WITNESSES:**

Linda J Halmes

Julie Albrecht

**STATE OF ~~WYOMING~~ Montana )**
**) ss.**
**COUNTY OF** Yellowstone **)**

**By:** Justin Todd Jensen
**Justin Todd Jensen**

**This instrument was acknowledged before me on** November 24, 1997,

**by** [redacted] Justin T. Jensen

My Commission Expires: 4/15/00

SEAL
STATE OF MONTANA

_____
Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

**WITNESSES:**

_____ By: _____
Beverly Jensen Hambrick

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,
by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: John Wayne Jensen
John Wayne Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF Sublette )

This instrument was acknowledged before me on John Wayne Jensen, 1997.
by 11/5/97.

My Commission Expires: 12/12/98

SUSAN J. HANSON - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 12, 1998

Susan J. Hanson
Notary Public

[redacted]

WITNESSES:

_____ By: _____
Rex Craig Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,
by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: _____
Dales James Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: _____
Guy Maynard Lozier

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Beth Sundberg

Colleen H. Hickman

By: David Warren Lozier
David Warren Lozier

STATE OF WYOMING )
) ss.
COUNTY OF Converse )

This instrument was acknowledged before me on Dec 22, 1997

by David Warren Lozier

My Commission Expires:

PAMELA B. McCULLOUGH - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires April 18, 2001

Pamela B. McCullough
Notary Public

[redacted] [redacted] [redacted]

**WITNESSES:**

_____ By: _____
Dales James Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Dave L Chapman By: Guy Maynard Lozier
Guy Maynard Lozier
Leslie Bartell

STATE OF WYOMING )
) ss.
COUNTY OF Fremont )

This instrument was acknowledged before me on November 11, 1997,

by Guy Maynard Lozier.

RACHELLE D NEWMAN Notary Public
County of Fremont State of Wyoming
My Commission Expires February 10, 2001

My Commission Expires Feb 10, 2001

Rachelle D Newman
Notary Public

WITNESSES:

_____ By: _____
David Warren Lozier

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

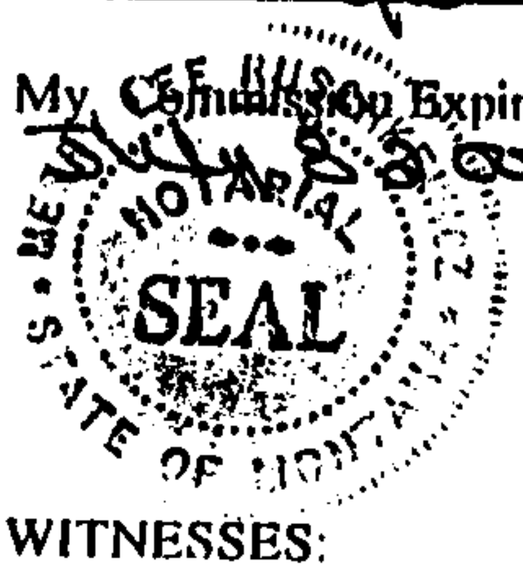
By: Beverly Jensen Hambrick
Beverly Jensen Hambrick

STATE OF ~~WYOMING~~ Montana )
) ss.
COUNTY OF Yellowstone )

This instrument was acknowledged before me on November 13, 1997,

by Mercylee Ruschmeier

My Commission Expires:




Mercylee Ruschmeier
Notary Public

WITNESSES:

_____

By: _____
John Wayne Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____

By: _____
Rex Craig Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Andrew E. Olsen

Brandy L. Johnson

By: Dale James Jensen
Dales James Jensen

STATE OF WYOMING )
) ss.
COUNTY OF Sublette )

This instrument was acknowledged before me on Nov. 11, 1997,
by DALE JAMES JENSEN.

My Commission Expires:

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-2000

Edwin R. Adams
Notary Public

WITNESSES:

_____

_____

By: _____
Guy Maynard Lozier

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,
by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____

_____

By: _____
David Warren Lozier

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,
by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: _____
Beverly Jensen Hambrick

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: _____
John Wayne Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 199___,

by _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

_____ By: Rex Craig Jensen
Rex Craig Jensen

_____

STATE OF WYOMING )
) ss.
COUNTY OF Sublette )

This instrument was acknowledged before me on Nov. 6, 1997,

by Rex Craig Jensen.

My Commission Expires: Jan. 1999

SEAL

Dana Fenn
Notary Public Deputy Clerk of Court

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OVERRIDING ROYALTY
# AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Marlene Diann Peter, Trustee of The Peter Family Trust, u/d/t January 6, 1992, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overriding royalty unto the following party in the amounts shown:

MARLENE DIANN PETER, or Successors, TRUSTEE OF THE PETER FAMILY **EXEMPTION TRUST, u/d/t January 6, 1992**

Being in all a total of an undivided 100% of assignors interest in an overriding royalty in all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming under the above designated oil and gas leases and any extension or renewal thereof, to-wit:

DO #0991572, Hogsback Unit A TR 5.
SW/4 SW/4 and NE/4 NW/4 Section 12 - T27N - R114W, 6th P.M.

Dated: 1/22/98

265756

Marlene Diann Peter
Marlene Diann Peter, Trustee
The Peter Family Trust, u/d/t 01/06/92

RECORDED February 6 1998 3:10 P M
IN BOOK 106 OIG PAGE 650
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Sachs

STATE OF CALIFORNIA )
) ss.
COUNTY OF SAN LUIS OBISPO )

On January 22, 1998 before me, Joan M. Rich, notary public, personally appeared Marlene Diann Peter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my name and official seal.

Joan M. Rich
Notary Public

JOAN M. RICH
Commission # 1106147
Notary Public — California
San Luis Obispo County
My Comm. Expires Nov 4, 2000

PETER\Assign of Lease, Mobil

## QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

**The assignee requests approval of assignment of royalty and certifies as follows:**

1. **Assignee is 21 years of age or over, and is a citizen of the United States:**

   _x_ Native Born

2. **Assignee is a corporation or other legal entity, (kind)**

   Irrevocable Trust

3. **Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.**

4. **Assignee is the sole party in interest in this statement.**

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 ½ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee: $25.00

**It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.**

**Executed this 22nd day of January, 1998.**

**ASSIGNEE**

**Marlene Diann Peter, Trustee**
**The Peter Family Exemption Trust**
**u/d/t 01/06/92**

**Address:**

**349 Fresno Avenue**
**Morro Bay, CA 93442**

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1988)

265817

# PAID-UP OIL AND GAS LEASE

RECORDED Feb 11 19 98 M 330P
IN BOOK 106 Misc PAGE 652
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

THIS AGREEMENT, made and entered into this 18th day of December 19 97 by and between

Donald M. Ball, individually and as sole heir of Luella E. Ball, also known as Luella Ball Nordlie, deceased, and Delores Joan Ball, individually and as husband and wife

of 1845 Cottonwood Ryegrass Road, Big Piney, WY 83113, hereinafter called lessor (whether one or more), and

Marv Randal Strahn, PO Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of -Ten and more- dollars ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

---SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF---

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 2492.73 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~10 (10)~~ Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Bank of Jackson Hole Bank, at PO Box 7000, Jackson WY 83001 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms hereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Ronald W. Ball

Ronald W. Ball

Delores Joan Ball

Delores Joan Ball

STATE OF Wyoming
} ss.
COUNTY OF Sublette

INDIVIDUAL

On this 18th day of December, 19 97, before me personally appeared Ronald W. Ball, individually and as sole heir of Luella E. Ball, also known as Luella Ball Nordlie, deceased, and Delores Joan Ball, individually and as husband and wife,

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 18th day of December, 19 97.

My commission expires: 8/18/98

TRACEY L. FIELDS
NOTARY PUBLIC
SUBLETTE CO

Tracey L Fields Hoover

Notary Public for the State of Wyoming
residing at PO Box 155, Cora WY 82925

STATE OF
} ss.
COUNTY OF

CORPORATE

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this day of , 19

My commission expires:

Notary Public for the State of

residing at

[redacted] EXHIBIT [redacted] [redacted]

**This exhibit is attached to and made a part of that certain Oil and Gas Lease by and between Ronald W. Ball, individually and as sole heir of Luella E. Ball, also known as Luella Ball Nordile, deceased, and Delores Joan Ball, individually and as husband and wife, Lessors, and Mare Randal Strahn, Lessee, dated December 18, 1997.**

**1. The legal description of the herein leased premises is as follows:**

**Township 32 North, Range 113 West, 6th P.M.**
**Section 11: N/2 S/2**
**Section 12: N/2 S/2, Lot 1 (43.36), Lot 2 (44.15)**

**Township 33 North, Range 113 West, 6th P.M.**
**Section 25: S/2 NE/4, SE/4, E/2 SW/4**

**Township 32 North, Range 112 West, 6th P.M.**
**Section 7: W/2 SE/4, NE/4 SW/4, SE/4 SE/4, Lot 4 (23.67), Lot 5 (21.75)**
**Section 8: SW/4 SW/4**

**Township 33 North, Range 112 West, 6th P.M.**
**Section 29: SW/4 NE/4, S/2 NW/4, SW/4, W/2 SE/4**
**Section 30: Lot 2 (39.89), Lot 3 (39.93), Lot 4 (39.98), SE/4 NW/4, E/2 SW/4, E/2**
**Section 31: Lot 1 (40.0), Lot 2 (40.0), Lot 3 (40.0), E/2 NW/4, NE/4 SW/4, NE/4, N/2 SE/4**
**Section 32: N/2 NW/4, NW/4 NE/4**

**2. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, the sum of $30.00 per net mineral acre on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of eight (8) years.**

**Signed for identification:**

Ronald W. Ball
**Ronald W. Ball**

Delores Joan Ball
**Delores Joan Ball**

655

Producers 88
Rocky Mountain 1969
(Paid-Up Rev. 1998)

# PAID-UP
# OIL AND GAS LEASE

265818

RECORDED Feb 11 1998 M 330P
IN BOOK 106 Oth PAGE 655
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooper

THIS AGREEMENT, made and entered into this 22nd day of December 19 97 by and between

Rock Springs National Bank, Successor Trustee for the Fleer Family Trust

of PO Box 880, Rock Springs, WY 82902, hereinafter called lessor (whether one or more), and
Hanson & Strahn, Inc., PO Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten & More - - - - - - - - - - - - - - - - 10.00+ - - - dollars ($ ) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease BKH containing 245.4200 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of BKH 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 the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs National Bank, at PO Box 880, Rock Springs, WY 82902 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described as to one or more of the formations thereunder with other land in the general area by entering into any cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia A. Gonzales
Attest:

STATE OF _____ }
COUNTY OF _____ } ss.

INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 19____.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

STATE OF Wyoming }
COUNTY OF ~~Sublette~~ Sweetwater } ss.

CORPORATE

On this 22nd day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank, Successor Trustee for the Fear Family Trust

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 22nd day of December, 19 97

My commission expires:
7-18-98

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble

Notary Public for the State of Wyoming
residing at Rock Springs

EXHIBIT "A"

Exhibit "A" attached hereto and made a part hereof that certain Oil & Gas Lease dated December 22, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hanson & Strahn, Inc., as Lessee:

SUBLETTE COUNTY, WYOMING:

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4(23.67), 5(21.75), W/2 SE/4, NE/4 SW/4, SE/4 SE/4
Section 8: SW/4 SW/4

Containing 245.4200 gross acres, more or less.

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a net sum of Fifteen Dollars per net mineral acre per year, ($15.00/year), on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Executed this 22nd day of December, 1997.

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen

Attest: Patricia A. Greenberg

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1988
(Paid-Up,Rev. 1988)

265819

# PAID-UP OIL AND GAS LEASE

RECORDED Feb 11 1998 M 330P
IN BOOK 106 046 PAGE 658
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

THIS AGREEMENT, made and entered into this 22nd day of December 19 97, by and between

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

of PO Box 880, Rock Springs, WY 82902, hereinafter called lessor (whether one or more), and
Hanson & Stoehn, Inc., PO Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten & More - - - - - - - - - - - - - - - dollars ($ 10.00+ - - -) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease BKH containing 880.0000 acres, [redacted] whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of BKH three (3) [redacted] years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs National Bank, at PO Box 880, Rock Springs, WY 82902 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia A. Graeslie
Attest:

STATE OF _____
} ss.
COUNTY OF _____

INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 19 ____.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

STATE OF Wyoming
} ss.
COUNTY OF ~~Sublette~~ Sweetwater

CORPORATE

On this 22nd day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank, Successor Trustee for the Fear Family Trust

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 22nd day of December, 19 97

My commission expires:
7-1898

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble

Notary Public for the State of Wyoming
residing at Rock Springs

EXHIBIT "[redacted]

Exhibit "A" attached hereto and made a part hereof that certain Oil & Gas Lease dated December 22, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hansen & Strahn, Inc., as Lessee:

SUBLETTE COUNTY, WYOMING:

Township 32 North, Range 114 West, 6th P.M.
Section 13: SE/4 SW/4, SW/4 SE/4
Section 23: SE/4 NE/4, NE/4 SE/4, W/2 SE/4, SE/4 SE/4
Section 24: W/2
Section 25: N/2 NW/4, SW/4 NW/4
Section 26: NE/4

Containing 880.0000 gross acres, more or less.

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a net sum of Fifteen Dollars per net mineral acre per year, ($15.00/year), on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Executed this 22nd day of December, 1997.

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen

Attest: Patricia D. Greenlee

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

265820

# PAID-UP OIL AND GAS LEASE

RECORDED Feb 11 1998 M 330P
IN BOOK 106 046 PAGE 6161
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

THIS AGREEMENT, made and entered into this 22nd day of December 19 97 by and between

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

of PO Box 880, Rock Springs, WY 82902, hereinafter called lessor (whether one or more), and
Hanson & Strahn, Inc., PO Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten & More - - - - - - - - - - - - - - - - dollars ($ 10.00+ - - -) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease BFH containing 1618.8100 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ BFH 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 the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs National Bank, at PO Box 880, Rock Springs, WY 82902 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee [redacted] to unitize, pool, or combine all or any part of the land desc[redacted]es to one or more of the formations thereunder with other lan[redacted] general area by ente[redacted]operative or unit plan of development or operation approved b[redacted]ental authority and, from time to time, with like approval, to [redacted] or terminate any such [redacted]greement and, in such event, the terms, conditions, and provi[redacted] lease shall be deemed modified to conform to the terms, [redacted] provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Rock Springs National Bank, Successor Trustee for the
Fear Family Trust

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia A. Gonzales
Attest:

STATE OF _____ }
COUNTY OF _____ } ss.

INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 19____.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

STATE OF Wyoming
COUNTY OF ~~Sublette~~ Sweetwater } ss.

CORPORATE

On this 22nd day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank, Successor Trustee for the Fear Family Trust

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 22nd day of December, 19 97

My commission expires:
7-18-98

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble
Notary Public for the State of Wyoming
residing at Rock Springs

EXHIBIT "A" 663

Exhibit "A" attached hereto and made a part hereof that certain Oil & Gas Lease dated December 22, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hansen & Strahn, Inc., as Lessee:

SUBLETTE COUNTY, WYOMING:

Township 32 North, Range 113 West, 6th P.M.
Section 8: Lots 1(13.05), 2(13.55), S/2 NE/4, N/2 SW/4, SE/4 NW/4, NE/4 SE/4
Section 9: Lots 3(12.13), 4(12.57), S/2 NW/4, NW/4 SW/4
Section 10: S/2 SE/4
Section 11: SW/4 SW/4, N/2 S/2
Section 12: Lots 1(43.36), 2(44.15), N/2 S/2
Section 15: NW/4 NE/4, NE/4 NW/4, S/2 NW/4, NW/4 SW/4
Section 20: NE/4 NE/4, S/2 NE/4, N/2 SE/4, SW/4 SE/4
Section 21: NW/4 NE/4, NW/4, NW/4 SW/4

Containing 1618.81000 gross acres, more or less.

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a net sum of Fifteen Dollars per net mineral acre per year, ($15.00/year), on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Executed this 22nd day of December, 1997.

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen

Attest:

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1988)

265821

# PAID-UP OIL AND GAS LEASE

RECORDED Feb 11 1998 M 3304
IN BOOK 106 Misc PAGE 664
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY KEMMERER, WYOMING
By Tracey L Hooper

THIS AGREEMENT, made and entered into this 22nd day of December 19 97 by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson & Corine Johnson, husband & wife

of PO Box 880, Rock Springs, WY 82902
Hanson & Shrahn, Inc., of PO Box 3020, Cheyenne, WY 82003, hereinafter called lessor (whether one or more), and _____, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten & More - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - dollars ($ 10.00 + - - - - - -) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached and made a part hereof.

Notwithstanding anything herein contained, wherever the fractional interest one-eighth(1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 800.00 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ 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 the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Spring National Bank, at PO Box 880, Rock Springs, WY 82902 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Rock Springs National Bank, Successor Trustee for the
~~Fear Family Trust with exclusive leasing rights for~~
Patrick Johnson & Corine Johnson, husband & wife

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia A. Casuccio
Attest:

STATE OF _____ }
COUNTY OF _____ } ss. INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 19 ____.

My commission expires:

Notary Public for the State of _____
residing at _____

STATE OF Wyoming }
COUNTY OF Sublette Sweetwater } ss. CORPORATE

On this 22nd day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson & Corine Johnson, husband & wife

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 22nd day of December, 19 97

My commission expires:
7-18-98

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble
Notary Public for the State of Wyoming
residing at Rock Springs

[redacted] [redacted] [redacted]

**EXHIBIT "A"**

Exhibit "A" attached hereto and made a part hereof that certain Oil & Gas Lease dated December 22, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee:

**SUBLETTE COUNTY, WYOMING:**

Township 32 North, Range 113 West, 6th P.M.
Section 10: S/2 SE/4
Section 11: SW/4 SW/4
Section 15: NW/4 NE/4, NE/4 NW/4, S/2 NW/4, NW/4 SW/4
Section 20: NE/4 NE/4, S/2 NE/4, N/2 SE/4, SW/4 SE/4
Section 21: NW/4 NE/4, NW/4, NW/4 SW/4

Containing 800.00 gross acres, more or less.

In the event this lease is not continued beyond its primary term by the provisions herein contained, lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a net sum of Fifteen Dollars per net mineral acre per year, ($15.00/year), on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Executed this 22nd day of December, 1997.

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust,
with exclusive leasing rights for Patrick Johnson
and Corine Johnson, husband and wife

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia A. Graham
Attest:

667

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

265822

# PAID-UP OIL AND GAS LEASE

RECORDED Feb 11 1998 M 330P
IN BOOK 106 Oil & G PAGE 667
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

THIS AGREEMENT, made and entered into this 22nd day of December 19 97 by and between

Rock Springs National Bank, Successor Trustee for the Fear Family Trust

of PO Box 880, Rock Springs, WY 82902, hereinafter called lessor (whether one or more), and
Hanson & Strahn, Inc., PO Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten & More - - - - - - - - - - - - - - - - dollars ($ 10.00+ - - -) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6th).

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease BKH containing 400.0000 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of BKH 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 the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs National Bank, at PO Box 880, Rock Springs, WY 82902 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee s[redacted]ight to unitize, pool, or combine all or any part of the land des[redacted] as to one or more of the formations thereunder with other la[redacted]e general area by en[redacted]operative or unit plan of development or operation approved [redacted]-mental authority and, from time to time, with like approval, to [redacted]e or terminate any such [redacted] agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Rock Springs National Bank, Successor Trustee for the
Fear Family Trust

Trust Officer - Ben K. Hansen
Tax I.D.#83-6004592

Patricia Q. Greenlee
Attest:

STATE OF _____ }
COUNTY OF _____ } ss.

INDIVIDUAL

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 who acknowledged to me that _____ he _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 19____.

My commission expires:

Notary Public for the State of _____
residing at _____

STATE OF Wyoming
COUNTY OF Sublette Sweetwater } ss.

CORPORATE

On this 22nd day of December, 19 97, before me personally appeared Ben K. Hansen

to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of Rock Springs National Bank, Successor Trustee for the Fear Family Trust

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 Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 22nd day of December, 19 97

My commission expires:
7-18-98

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble

Notary Public for the State of Wyoming
residing at Rock Springs

EXHIBIT "A" 669

Exhibit "A" attached hereto and made a part hereof that certain Oil & Gas Lease dated December 22, 1997, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hansen & Strahn, Inc., as Lessee:

SUBLETTE COUNTY, WYOMING:

Township 33 North, Range 113 West, 6th P.M.
Section 34: S/2 NE/4, SE/4
Section 35: SW/4

Containing 400.0000 gross acres, more or less.

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three (3) years from the date of the lease, and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, a net sum of Fifteen Dollars per net mineral acre per year, ($15.00/year), on or before the expiration date of the primary term of this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years.

Executed this 22nd day of December, 1997.

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust

Trust Officer - Ben K. Hansen

Attest: Patricia A. Casella

[redacted] [redacted] [redacted]

Producers 88—TK
Montana 1975—ST
Rev 2-88 & 1-90

Billings Blue Print
Billings, Montana

# OIL AND GAS LEASE

THIS AGREEMENT is made and entered into as of November 12, 19 97, by and between

Gordon M. Mickelson and Margaret G. Mickelson, husband and wife
P.O. Box 189
Big Piney, Wy. 83113

hereinafter called Lessor,

and Loma Energy Corp.
P.O. Box 21395, Billings, Mt. 59104

hereinafter called Lessee.

1. Lessor, for and in consideration of Ten and More Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming, described as follows (herein called "said land"):

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

RECORDED Feb 11 1998 M 330P
IN BOOK Misc 46 PAGE 670
FEES $12.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
265823
By Tracey L Hoover

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 3,750.88 acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eigth of the proceeds from the sale of such gas at the mouth of the well.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, 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 said land 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 and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the PAY DIRECT Bank at address listed above, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three thousand seven hundred fifty and 88/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

x Margaret G. Mickelson
Margaret G. Mickelson

SS# 520-20-6475

x Gordon M. Mickelson
Gordon M. Mickelson

SS# 520-42-7981

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ...Wyoming.....
COUNTY OF ...Sublette.....} ss.

On this ...26th..... day of .....November..... 19 .97...., before me personally appeared
.....Margaret B. Mickelson.....
.....
known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....Julie A. Barnes.....
Notary Public

My commission expires:
.....2/4/98.....

Residing at ....94 Pocket Creek Rd.....
Boulder, Wy 82923

JULIE L. BARNES - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 2/4/98

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..Wyoming.....
COUNTY OF ..Sublette.....} ss.

On this ..26th..... day of ..November..... 19 .97...., before me personally appeared
.....Gordon M. Mickelson.....
.....
known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....Julie A. Barnes.....
Notary Public

My commission expires:
.....8/4/98.....

Residing at ..94 Pocket Creek Rd.....
Boulder, Wy 82923

JULIE L. BARNES - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 8/4/98

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF .....} ss.

On this ..... day of ..... 19 ....., before me personally appeared
.....known to me to be the .....
of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

## RECORDING DATA

[redacted] [redacted] [redacted]

## EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessor(s), and Loma Energy Corp., Lessee.

Township 32 North, Range 113 West, 6th P.M.
Section 7: Lot 1, 2, 3, 7, S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lot 3, 4, SW¼NW¼, S½SW¼, W½SE¼
Section 17: NW¼
Section 18: Lot 1, 2

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lot 1, S½NE¼, SW¼NW¼, N½S½, SE¼SW¼, S½SE¼
Section 12: Lot 4, S½SW¼, SW¼SE¼
Section 13: SE¼NE¼, N½N½, SW¼NW¼

Township 33 North, Range 113 West, 6th P.M.
Section 31: S½NE¼, SE¼
Section 32: S½N½, S½
Section 33: S½N½, S½
Section 34: W½

Township 33 North, Range 114 West, 6th P.M.
Section 34: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 35: S½
containing 3,750.88 acres, more or less.

Signed for Identification:

X Gordon M. Mickelson
Gordon M. Mickelson

X Margaret G. Mickelson
Margaret G. Mickelson

# ADDENDUM TO OIL AND GAS LEASE

**Attached to and made part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Gordon M. Mickelson and Margaret G. Mickelson, h/w as LESSOR, and Loma Energy Corp., as LESSEE.**

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it **shall by this reference be amended to read Fifteen Percent (15%).**

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure maintenance operations, or cycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereunder be operated under any such agreement, and the agreement provides for allocation or unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. This lease shall terminate at the end of the primary term as to all of the leased land except those included within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

4. Notwithstanding any provisions herein to the contrary, it is agreed that this lease shall not be continued in force solely by reason of the shut-in well provisions for a period of more than three (3) years beyond the primary term of this lease, except where required for necessary repairs and maintenance; said times will not exceed a period of 6 months in any year.

5. Paragraph 12 shall be modified to strike the words "warrants and agrees to defend title to the lands herein described".

6. Notwithstanding anything to the contrary in the printed form of this lease, all stipulations or amendments to the lease in this Addendum shall take precedence over any conflict or ambiguities.

Signed for Identification:

Gordon M. Mickelson

Gordon M. Mickelson

Margaret G. Mickelson

Margaret G. Mickelson

Form No. 11 [redacted]

# PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Loma Energy Corp.

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Gordon M. Mickelson and Margaret G. Mickelson 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 Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessors, and Loma Energy Corp., Lessee

as lessee, dated the 12th day of November 19 97, insofar as same covers the following described land, to-wit:

265824

RECORDED February 11 1998 3:30 P M
IN BOOK 106 046 PAGE 674
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Section 11: SWNW, Township 32 North, Range 114 West, and containing 40.00 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 106 046 Page 670.

Executed this 14th day of January, 1998.

ATTEST: Lori A. Hansen
Lori A. Hansen, Secretary

Loma Energy Corp.
By: Douglas R. Hansen
Douglas R. Hansen, President

COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF Montana
COUNTY OF Yellowstone } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Douglas R. Hansen of Loma Energy Corp., to me personally known as the president (or other officer) of Loma Energy Corp. and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) Loma Energy Corp., for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 14th day of January, 1998.
My commission expires June 1, 2001

Jeanna D Sawer
Notary Public.

Producers 88—TK
Montana 1975—ST
Rev 3-88 & 1-90

675

# OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of November 12, 19 97, by and between

Tharon M. Greenwood, a widow
P.O. Box 188
Big Piney, Wy. 83113

hereinafter called Lessor,

and Loma Energy Corp.
P.O. Box 21395, Billings, Mt. 59104

hereinafter called Lessee.

1. Lessor, for and in consideration of ...Ten and More.. Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming described as follows (herein called "said land"):

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

RECD Feb 11 1998 AM 380P
IN BOOK 166 Misc PAGE 675
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

265825

By Tracy L Hoover

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 3,750.88 acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eigth of the proceeds from the sale of such gas at the mouth of the well.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, 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 said land 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 and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the PAY DIRECT ~~Bank~~ at address listed above, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three thousand seven hundred fifty and 88/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

X [signature]
Tharon M. Greenwood, a widow

SS# 092-22-4101

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF [redacted] Wyoming )
COUNTY OF Sublette ) ss. [redacted] [redacted]

On this 24th day of November 19 97, before me personally appeared
Thomas M. Leonard

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Julie L. Barnes
Notary Public

My commission expires:

JULIE L. BARNES - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 8/4/98

Residing at 44 Rocket Ranch Rd.
Boulder, Wyoming

---

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

---

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... .....

Residing at .....

---

## RECORDING DATA

676

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Tharon M. Greenwood, a widow,
Lessor(s), and Loma Energy Corp., Lessee.

Township 32 North, Range 113 West, 6th P.M.
Section 7: Lot 1, 2, 3, 7, S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lot 3, 4, SW¼NW¼, S½SW¼, W½SE¼
Section 17: NW¼
Section 18: Lot 1, 2

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lot 1, S½NE¼, SW¼NW¼, N½S½, SE¼SW¼, S½SE¼
Section 12: Lot 4, S½SW¼, SW¼SE¼
Section 13: SE¼NE¼, N½N½, SW¼NW¼

Township 33 North, Range 113 West, 6th P.M.
Section 31: S½NE¼, SE¼
Section 32: S½N½, S½
Section 33: S½N½, S½
Section 34: W½

Township 33 North, Range 114 West, 6th P.M.
Section 34: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 35: S½
containing 3,750.88 acres, more or less.

Signed for Identification:

X Tharon M. Greenwood
Tharon M. Greenwood

_____

# [redacted] ADDENDUM TO [redacted] AND GAS LEASE [redacted]

Attached to and made part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Tharon M. Greenwood, a widow, as LESSOR, and Loma Energy Corp., as LESSEE.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read Fifteen Percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in thc same general area by entering into an agreement for waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure maintenance operations, or cycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereunder be operated under any such agreement, and the agreement provides for allocation or unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. This lease shall terminate at the end of the primary term as to all of the leased land except those included within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

4. Notwithstanding any provisions herein to the contrary, it is agreed that this lease shall not be continued in force solely by reason of the shut-in well provisions for a period of more than three (3) years beyond the primary term of this lease, except where required for necessary repairs and maintenance; said times will not exceed a period of 6 months in any year.

5. Paragraph 12 shall be modified to strike the words "warrants and agrees to defend title to the lands herein described".

6. Notwithstanding anything to the contrary in the printed form of this lease, all stipulations or amendments to the lease in this Addendum shall take precedence over any conflict or ambiguities.

Signed for Identification:

Tharon M. Greenwood

Form No. 11

679

# PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Loma Energy Corp.

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Tharon M. Greenwood, a widow her 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 Tharon M. Greenwood, a widow, Lessor, and Loma Energy Corp., Lessee

as lessee, dated the 12th day of November 19 97, insofar as same covers the following described land, to-wit:

RECORDED February 11 1998 3:30 P M
IN BOOK 106 Oth PAGE 679
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

265826

Section 11: SW¼NW¼, Township 32 North, Range 114 West, and containing 40.00 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 106 Oth Page 675.

Executed this 14th day of January, 1998.

LOMA ENERGY CORP. CORPORATE SEAL

ATTEST: Lori A. Hansen
Lori A. Hansen, Secretary

Loma Energy Corp.
By: Douglas R. Hansen
Douglas R. Hansen, President

COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF Montana }
COUNTY OF Yellowstone } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Douglas R. Hansen of Loma Energy Corp., to me personally known as the president (or other officer) of Loma Energy Corp. and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) Loma Energy Corp., for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 14th day of January, 1998.
My commission expires June 1, 2001

Notary Public.

Producers 88 -1K
Montana 1975—ST
Rev 3-88 & 1-90

Billings Blue Print
Billings, Montana

# OIL AND GAS LEASE

THIS AGREEMENT is made and entered into as of November 12, 19 97, by and between

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

hereinafter called Lessor,

and Loma Energy Corp.
P.O. Box 21395, Billings, Mt. 59104

hereinafter called Lessee.

1. Lessor, for and in consideration of Ten and More Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming, described as follows (herein called "said land"):

SEE " ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

RECORDED Feb 11 1998 M 330P
IN BOOK 106 OR6 PAGE 680
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

265827

By Tracey L Hooper

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 3,750.88 acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eigth of the proceeds from the sale of such gas at the mouth of the well.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, 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 said land 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 and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-In" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the PAY DIRECT Bank at address listed above, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three thousand seven hundred fifty and 88/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

X Robert V Thompson
Robert V. Thompson, a widower

SS# 520-16-3868

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 21 day of November 19 97, before me personally appeared

Robert V Thompson

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Joyce J. Johnson
Notary Public

My commission expires: 2-2-2000

Residing at Big Piney, Wyo.

JOYCE J. JOHNSON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires February 2, 2000

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

## RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Robert V. Thompson, a widower,
Lessor(s), and Loma Energy Corp., Lessee.

Township 32 North, Range 113 West, 6th P.M.
Section 7: Lot 1, 2, 3, 7, S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lot 3, 4, SW¼NW¼, S½SW¼, W½SE¼
Section 17: NW¼
Section 18: Lot 1, 2

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lot 1, S½NE¼, SW¼NW¼, N½S½, SE¼SW¼, S½SE¼
Section 12: Lot 4, S½SW¼, SW¼SE¼
Section 13: SE¼NE¼, N½N½, SW¼NW¼

Township 33 North, Range 113 West, 6th P.M.
Section 31: S½NE¼, SE¼
Section 32: S½N½, S½
Section 33: S½N½, S½
Section 34: W½

Township 33 North, Range 114 West, 6th P.M.
Section 34: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 35: S½
containing 3,750.88 acres, more or less.

Signed for Identification:

x Robert V. Thompson
Robert V. Thompson

_____

# ADDENDUM TO OIL AND GAS LEASE

**Attached to and made part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Robert V. Thompson, a widower, as LESSOR, and Loma Energy Corp., as LESSEE.**

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read Fifteen Percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure maintenance operations, or cycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereunder be operated under any such agreement, and the agreement provides for allocation or unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. This lease shall terminate at the end of the primary term as to all of the leased land except those included within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

4. Notwithstanding any provisions herein to the contrary, it is agreed that this lease shall not be continued in force solely by reason of the shut-in well provisions for a period of more than three (3) years beyond the primary term of this lease, except where required for necessary repairs and maintenance; said times will not exceed a period of 6 months in any year.

5. Paragraph 12 shall be modified to strike the words "warrants and agrees to defend title to the lands herein described".

6. Notwithstanding anything to the contrary in the printed form of this lease, all stipulations or amendments to the lease in this Addendum shall take precedence over any conflict or ambiguities.

**Signed for Identification:**

Robert V. Thompson

_____

Form No. 11 [redacted]

# PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Loma Energy Corp.

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Robert V. Thompson, a widower his heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Robert V. Thompson, a widower, Lessor, and Loma Energy Corp., Lessee

as lessee, dated the 12th day of November 19 97, insofar as same covers the following described land, to-wit:

RECORDED February 11 1998 330P M
IN BOOK 106 046 PAGE 684
FEES $6.00 & L&L
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

265828

Section 11: SW¼NW¼, Township 32 North, Range 114 West, and containing 40.00 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 106 046 Page 680.

Executed this 14th day of January, 1998.

ATTEST: Tori A. Hansen
Tori A. Hansen, Secretary

Loma Energy Corp.
By: [signature]
Douglas R. Hansen, President

COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF Montana }
COUNTY OF Yellowstone } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Douglas R. Hansen of Loma Energy Corp., to me personally known as the president (or other officer) of Loma Energy Corp. and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) Loma Energy Corp., for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 14 th day of January, 1998.
My commission expires June 1, 2001

Seanna D Sauer
Notary Public.

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

685

# OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

AGREEMENT, Made and entered into the 1st day of November, 19 97, by and between

Richard J. Robertson, a married man dealing in his sole and separate property

whose post office address is 23 West William Ave., Apopka, Florida 33712, hereinafter called Lessor (whether one or more) and

Loma Energy Corp. whose post office address is PO Box 21395, Billings, Mt. 59104, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 33 North, Range 113 West, 6th PM
Section 29: E½, SW¼
Section 32: N½N½

265829

RECORDED: Feb 11 9 98 M 330P
IN BOOK 106 OIL PAGE 685
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

and containing 640.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ five(5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other 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 market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particulary, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Richard J. Robertson

Richard J. Robertson, a married man dealing in his sole and separate property

SS# 262-76-7586

[redacted] [redacted] [redacted]

M60-A

[redacted] [redacted] [redacted]

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..... FLORIDA .....
COUNTY OF ..... Orange .....} ss.

On this ..... 26th ..... day of .. November ..... 19 97 ....., before me personally appeared

.... Richard J. Robertson, a married man dealing in his sole and separate property .....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (~~she, they~~) executed the same.

Cynthia A. Wolbert
Notary Public

My commission expires:

..... CYNTHIA A. WOLBERT .....
My Comm. Exp. 5/26/2001
Bonded By Service Ins
No. CC650496
[X] Personally Known [ ] Other I.D

262 Morning Creek Circle
Residing at Apopka, Florida 32712

---

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF .....} ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

---

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF .....} ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

---

## RECORDING DATA

# ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Richard Robertson, Lessor(s), and Loma Energy Corp., Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read Fifteen percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure maintenance operations, or cycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereunder be operated under any such agreement, and the agreement provides for allocation or unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. This lease shall terminate at the end of the primary term as to all of the leased land except those included within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if no more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning operations for the drilling of another well.

* 3(a). Please see reverse side.

4. Paragraph 12 shall be modified to strike the words "warrants and agrees to defend title to the lands herein described".

5. Notwithstanding anything to the contrary in the printed form of this lease, all stipulations in this exhibit or amendments to the lease shall take precedence over any conflict or ambiguities.

Signed for Identification:

Richard Robertson

Richard Robertson

[redacted] [redacted] [redacted]

* 3(a). Notwithstanding any privisions herein to the contrary, it is agreed that this lease shall not be continued in force solely by reason of the shut-in well provisions for a period of more than three (3) years beyond the primary term of this lease, except where required for necessary repairs and maintenance; said time will not exceed a period of 6 months in any year.

Producers 88 -TK
Montana 1975—ST
Rev 3-88 & 1-90

689

# OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of November 12, 19 97, by and between
Fred W. Marble, a married man dealing in his sole and separate property
P.O. Box 796
Billings, Mt. 59103
hereinafter called Lessor,
and Loma Energy Corp.
P.O. Box 21395, Billings, Mt. 59104
hereinafter called Lessee.

1. Lessor, for and in consideration of Ten and More Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming, described as follows (herein called "said land"):

Township 33 North, Range 113 West, 6th P.M.
Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 23: SW¼NW¼, W½SW¼, SE¼SW¼
Section 25: NW¼NW¼
Section 26: N½N½, SW¼NW¼, NW¼SW¼
Section 27: NE¼, E½NW¼, NE¼SE¼

265830

RECORDED Feb 11 1998 M 330P
IN BOOK 106 Oil PAGE 689
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1,080.00 acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eigth of the proceeds from the sale of such gas at the mouth of the well.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, 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 said land 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 and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the PAY DIRECT Bank at address listed above, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One thousand eighty and no/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

X Fred W. Marble
Fred W. Marble

SS# 516-54-6258

[redacted] [redacted] [redacted]

## ACKNOWLEDGMENT FOR INDIVIDUAL

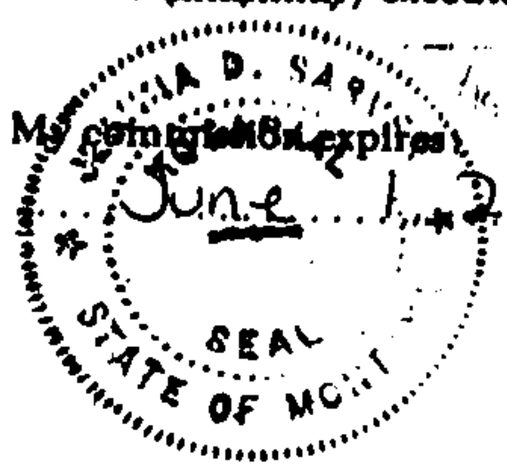
STATE OF ...MONTANA.....
COUNTY OF..YELLOWSTONE.....} ss.

On this ..12th..... day of ..November..... 1997....., before me personally appeared

.Fred W. .Marble.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.




My commission expires:
June 1, 2001.....

.....Joanna D Sarver.....
Notary Public

Residing at ..Billings,, Montana.....

---

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF.....
COUNTY OF.....} ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

My commission expires:

.....

.....
Notary Public

Residing at .....

---

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF.....
COUNTY OF.....} ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires:

.....

.....
Notary Public

Residing at .....

---

## RECORDING DATA

"ADDENDUM TO OIL AND GAS LEASE"

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between Fred W. Marble, a married man dealing in his sole and separate property, Lessor(s), and Loma Energy Corp., Lessee.

1. Notwithstanding anything contained in this lease to the contrary, wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read seventeen and one-half per cent (17½%).

2. Notwithstanding anything contained herein to the contrary, in the event the term of this lease is extended beyond the primary term by production, said term shall be extended only as to those lands allocated by governmental authority or regulation to the spacing unit around each producing well; provided, however Lessee may continue this lease in full force and effect as to all lands covered hereby so long as drilling operations are being conducted continuously upon the leased premises.
   For the purposes hereof, "continuously" shall mean that there shall be no more than one hundred twenty (120) days between the completion or abondonment of one well and the commencement of another.

SIGNED FOR IDENTIFICATION:

Frank W. Marble
Fred W. Marble

Producers 88—TK
Montana 1-75—ST
Rev 3-88 & 1-90

[redacted]

# OIL AND [redacted]S LEASE

[redacted]

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of November [illegible], 19 97, by and between
John Fredlund and Bess Snyder Fredlund, husband and wife
P.O. Box 1362
Billings, Mt. 59103

hereinafter called Lessor,
and Loma Energy Corp.
P.O. Box 21395, Billings, Mt. 59104
hereinafter called Lessee.

1. Lessor, for and in consideration of Ten and More Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming, described as follows (herein called "said land"):

Township 33 North, Range 113 West, 6th P.M.
Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 23: SW¼NW¼, W½SW¼, SE¼SW¼
Section 25: NW¼NW¼
Section 26: N½N½, SW¼NW¼, NW¼SW¼
Section 27: NE¼, E½NW¼, NE¼SE¼.

265831

RECORDED Feb 11 1998 M 330P
IN BOOK 106 Otr PAGE 692
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooker

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1,080.00 acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, 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 said land 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 and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the Pay Direct Bank at address listed above, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One thousand eighty and no/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

X [signature]
Bess Snyder Fredlund

X [signature]
John Fredlund

SS# 574-24-9981

692

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ... MONTANA ...
COUNTY OF .. YELLOWSTONE ... } ss.

On this ... 24th ... day of .. November ..... 19 .97 ....., before me personally appeared
.... John Fredlund and Bess Snyder Fredlund, h & w .....
.....
known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ~~he(she~~ they) executed the same.

Virginia M. Loran
Notary Public

My commission expires:
....10-30-2000.....

Residing at ... Billings, Mt .....

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

---

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared
.....
.....
known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

---

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared
.....known to me to be the .....
of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

---

## RECORDING DATA

[redacted] [redacted] [redacted]

"ADDENDUM TO OIL AND GAS LEASE"

Attached to and made a part of that certain Oil and Gas Lease dated the 12th day of November, 1997, by and between John Fredlund and Bess Snyder Fredlund, husband and wife, Lessor(s), and Loma Energy Corp., Lessee.

1. Notwithstanding anything contained in this lease to the contrary, wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read seventeen and one-half per cent (17½%).

2. Notwithstanding anything contained herein to the contrary, in the event the term of this lease is extended beyond the primary term by production, said term shall be extended only as to those lands allocated by governmental authority or regulation to the spacing unit around each producing well; provided, however Lessee may continue this lease in full force and effect as to all lands covered hereby so long as drilling operations are being conducted continuously upon the leased premises.
For the purposes hereof, "continuously" shall mean that there shall be no more than one hundred twenty (120) days between the completion or abondonment of one well and the commencement of another.

SIGNED FOR IDENTIFICATION:

John Fredlund

Bess Snyder Fredlund

695

265832

Billings Blue Print
Billings, Montana CPC-20

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 11 day of Feb., 19 98, at 330 o'clock P M., and duly recorded in book 106 O&G Page 495 of the records of this office.

By Tracey L Hoover Register of Deeds.
When Recorded $8.00
Return to

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred W. Marble
P.O. Box 796
Billings, Mt. 59103

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Loma Energy Corp., P.O. Box 21395, Billings, Mt. 59104 (hereinafter called Assignee), all of the right, title and interest in and to the oil and gas lease dated July 25, 19 94, from Michael C. Warren and Joy A. Warren, h&w, of 40984 Grouse Dr., Three Rivers, Ca. 93271, Lessor, to Fred W. Marble, P.O. Box 796, Billings, Mt. 59103, Lessee, recorded in book 100 O&G, page 244, insofar as said lease covers the following described land in Sublette County, State of Wyoming to wit:

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

and containing 560.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

~~The Assignor herein expressly excepts, reserves and retains title to an undivided ..... of~~ ..... of all of the oil, gas and ~~casinghead~~ gas, and ~~all other minerals~~, whether of a similar or dissimilar nature, produced, saved and marketed from the above ~~described land under the provisions of the aforesaid~~ lease, or any extensions or renewals thereof, as an over-~~riding royalty, free~~ and clear of any cost and expense of the development and operation ~~thereof~~, excepting taxes applicable to ~~said interest~~ and the production therefrom.

EWM

In the event the interest covered by said lease herein assigned is less than the entire undivided fee simple estate in and to the oil, gas and other minerals, as herein designated, then the over-riding royalty interest herein reserved shall be payable to the Assignor in the proportion that the interest herein assigned, bears to the entire undivided fee simple estate in the oil and gas lease.

~~Assignee herein, by accepting this assignment, agrees to comply with all the terms, provisions and obligations of the lease herein assigned~~ and further ~~agrees~~ that if the Assignee herein elects to drop this lease by non-payment of rental or relinquishes it for any ~~purpose~~ whatsoever, the Assignee shall notify ..... at ..... within thirty (30) days prior to rental paying ~~date~~ or prior to relinquishment and at his ~~request~~, shall reassign this lease back to Assignor without further consideration.

JM

It is further agreed and understood that ninety (90) days ~~prior~~ to the expiration of the primary term of the assigned lease, if there is no well on said land producing oil or gas in paying ~~quantities~~, and no well for oil or ~~gas~~ is being drilled thereon, Assignee shall notify the Assignor at the address hereinbefore designated, and shall immediately and without cost, reassign to said Assignor the oil and gas leasehold estate herein assigned.

The ~~provisions~~ as to reassignment are to be construed as covenants running with the land, binding upon the Assignee herein, or his heirs, ~~successors~~ and assigns.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear of all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the lands above described, and all rentals and royalties thereunder have been paid and all conditions necessary to keep the same in full force and effect have been duly performed; and that the undersigned will defend the same against the lawful claims and demands arising through his acts, but not otherwise.

IN WITNESS WHEREOF, the undersigned owner and assignor has signed this instrument this 12th day of January, 19 98

(SEAL)

Fred W. Marble

(SEAL)

(SEAL)

[redacted] **ACKNOWLEDG[redacted]FOR INDIVIDUAL** [redacted]

State of Montana }
County of Yellowstone } ss.

On this 12th day of January 19 98,

before me personally appeared Fred W. Marble

known to me to be the person or persons described in and who executed the foregoing instrument, and who acknowledged that he (~~she~~ or they) executed same freely and voluntarily.

Witness my hand and seal

JEANNA D. SAUER
NOTARIAL
[redacted]

Jeanna D Sauer
Notary Public in and for
said county and state

My commission expires June 1, 2001

Residing at Billings, Montana

---

**ACKNOWLEDGMENT FOR INDIVIDUAL**

State of }
County of } ss.

On this day of 19,

before me personally appeared

known to me to be the person or persons described in and who executed the foregoing instrument, and who acknowledged that he (or she or they) executed same freely and voluntarily.

Witness my hand and seal

Notary Public in and for
said county and state

My commission

expires

Residing at

---

**ACKNOWLEDGMENT FOR CORPORATION**

State of }
County of } ss.

On this day of 19,

before me personally appeared

and

and , to me personally known
who, being fully sworn, did say that they are the
and the of
the corporation that is described in and that executed the foregoing instrument, and they acknowledged the execution thereof to be the voluntary and duly authorized act and deed of said corporation.

Witness my hand and seal on the day above first written.

Notary Public in and for
said county and state

My commission

expires

Residing at

---

**RECORDING DATA**

696

697

265833

Billings Blue Print
Billings, Montana CPC-20

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 11 day of Feb, 19 98, at 330 o'clock P M., and duly recorded in book 106 O&G Page 697 of the records of this office.

By Tracey L Hoover Register of Deeds.
When Recorded $8.00
Return to

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred W. Marble
P.O. Box 796
Billings, Mt. 59103

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Loma Energy Corp., P.O. Box 21395, Billings, Mt. 59104 (hereinafter called Assignee), all of the right, title and interest in and to the oil and gas lease dated May 1, 19 95, from Bonney Beecher Eken, a married woman dealing in her sole and separate property, of 3070 NE 41st St., Portland, Oregon 97212, Lessor, to Fred W. Marble, P.O. Box 796, Billings, Mt. 59103, Lessee, recorded in book 101 O&G, page 566, insofar as said lease covers the following described land in Sublette County, State of Wyoming to wit:

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

and containing 560.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

~~The Assignor herein expressly excepts, reserves and retains title to an undivided ..... of .....~~

~~..... of all of the oil, gas and casinghead gas, and all other minerals, whether of a similar or dissimilar nature, produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extensions or renewals thereof, as an over-riding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.~~

In the event the interest covered by said lease herein assigned is less than the entire undivided fee simple estate in and to the oil, gas and other minerals, as herein designated, then the over-riding royalty interest herein reserved shall be payable to the Assignor in the proportion that the interest herein assigned, bears to the entire undivided fee simple estate in the oil and gas lease.

~~Assignee herein, by accepting this assignment, agrees to comply with all the terms, provisions and obligations of the lease herein assigned,~~ and further agrees that if the Assignee herein elects to drop this lease by non-payment of rental or relinquishes it for any purpose whatsoever, the Assignee shall notify ..... at ..... within thirty (30) days prior to rental paying date or prior to relinquishment and at his request, shall reassign this lease back to Assignor without further consideration.

It is further agreed and understood that ninety (90) days prior to the expiration of the primary term of the assigned lease, if there is no well on said land producing oil or gas in paying quantities, and no well for oil or gas is being drilled thereon, Assignee shall notify the Assignor at the address hereinbefore designated, and shall immediately and without cost, reassign to said Assignor the oil and gas leasehold estate herein assigned.

The provisions as to reassignment are to be construed as covenants running with the land, binding upon the ~~Assignee herein~~, or his heirs, successors and assigns.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear of all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the lands above described, and all rentals and royalties thereunder have been paid and all conditions necessary to keep the same in full force and effect have been duly performed; and that the undersigned will defend the same against the lawful claims and demands arising through his acts, but not otherwise.

IN WITNESS WHEREOF, the undersigned owner and assignor has signed this instrument this 12th day of January, 19 98

.....(SEAL)

.....(SEAL)

.....(SEAL)

Fred W. Marble

[redacted] **ACKNOWLEDG[redacted]FOR INDIVIDUAL** [redacted]

State of Montana }
County of Yellowstone } ss.

On this 12th day of January 19 98,

before me personally appeared Frad W. Marble

known to me to be the person or persons described in and who executed the foregoing instrument, and who acknowledged that he (~~she or they~~) executed same freely and voluntarily.

Witness my hand and seal

JEANNA D. SAWYER
NOTARY PUBLIC
MONTANA

Jeanna D Sawyer
Notary Public in and for
said county and state

My commission expires on 1-2-2001

Residing at Billings, Montana

---

**ACKNOWLEDGMENT FOR INDIVIDUAL**

State of .....
County of ..... } ss.

On this ..... day of ..... 19 ....,

before me personally appeared .....

known to me to be the person or persons described in and who executed the foregoing instrument, and who acknowledged that he (or she or they) executed same freely and voluntarily.

Witness my hand and seal

.....
Notary Public in and for
said county and state

My commission expires .....

Residing at .....

---

**ACKNOWLEDGMENT FOR CORPORATION**

State of .....
County of ..... } ss.

On this ..... day of ..... 19 ....,

before me personally appeared .....

and .....

who, being fully sworn, did say that they are the .....

and the ..... of .....

the corporation that is described in and that executed the foregoing instrument, and they acknowledged the execution thereof to be the voluntary and duly authorized act and deed of said corporation.

Witness my hand and seal on the day above first written.

.....
Notary Public in and for
said county and state

My commission expires .....

Residing at .....

.....

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**RECORDING DATA**

699

# ASSIGNMENT, BILL OF SALE AND CONVEYANCE

**THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE** (this "Assignment"), dated effective Nov. 26, 1997 (the "Effective Date"), is from **WILLOCO, LLC**, a Colorado limited liability company whose address is 1775 Sherman Street, Suite 1955, Denver, Colorado 80203 ("Assignor") to **HELM HYDROCARBONS, LLC**, a Colorado limited liability company whose address is 1775 Sherman Street, Suite 1955, Denver, Colorado 80203 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, conveys to Assignee all of Assignor's right, title and interest, in and to the following (all of which are called the "Assets"):

1. The oil and gas leases and other interests described in Exhibit A (the "Leases"), all right, title and interest in and to the oil, gas and all other hydrocarbons, whether liquid or gaseous (the "Hydrocarbons"), in, on or under or that may be produced from the lands covered by the Leases (the "Lands") after the Effective Date and all other minerals of whatever nature in, on or under the Leases and Lands.

2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith which include the oil and gas wells described in Exhibit B (the "Wells"), and all personal property and equipment associated with the Wells as of the Effective Date.

3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the production of Hydrocarbons from the Leases and Lands.

4. The rights, to the extent transferable, in and to Hydrocarbon sales, purchase, gathering, transportation and processing contracts, operating agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2 and 3, including without limitation the "Material Agreements" listed on Exhibit C, and any amendments thereto.

5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights located on or used in connection with the properties and interests described in Paragraphs 1 through 4, to the extent that they are located on the Leases or Lands.

6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor.

265891

G:\DATA\PUBL\MBIN\85715.1
January 14, 1998 1:25pm

RECORDED January 18, 1998 10:00AM
IN BOOK 106 O&G PAGE 699
FEES $ 69.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

a. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets.

b. Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets, relating to periods before, on and after the Effective Date, including, without limitation, all obligations arising under the Material Agreements and other agreements covering or relating to the Assets. Assignee specifically assumes the obligations of Assignor under the Material Agreements.

c. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county in which the Assets are located.

d. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, 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, and not in addition to, the interest in the Assets conveyed herein.

e. Record title to the operating rights of certain of the Leases may be held in the name of a predecessor in interest to Assignor. For administrative convenience, Assignor and Assignee agree that assignments of the Assets on governmental forms may be granted by such predecessors directly to Assignee.

f. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

g. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute but one instrument.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNOR

WILLOCO, LLC
By its Manager,
Joseph H. Brinkman

Joseph H. Brinkman

ASSIGNEE

HELM HYDROCARBONS, LLC
By its Manager,
Joseph H. Brinkman

Joseph H. Brinkman
Manager

[redacted] [redacted] [redacted]

**Acknowledgments**

STATE OF COLORADO )
CITY AND ) ss.
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 22nd day of December, 1997, by Joseph H. Brinkman, as Manager of WILLOCO, LLC, a Colorado limited liability company on behalf of such company.

Witness my hand and official seal.

My commission expires: 9-28-2000

VIRGINIA M RIEGEL
NOTARY PUBLIC
STATE OF COLORADO

Virginia M. Riegel
Notary Public

STATE OF COLORADO )
CITY AND ) ss.
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 22nd day of December, 1997, by Joseph H. Brinkman, as Manager of Helm Hydrocarbons, LLC, a Colorado limited liability company on behalf of such company.

Witness my hand and official seal.

My commission expires: 9-28-2000

VIRGINIA M RIEGEL
NOTARY PUBLIC
STATE OF COLORADO

Virginia M. Riegel
Notary Public

## LIST OF EXHIBITS

| | |
|---|---|
| **Exhibit A** | **Leases** |
| **Exhibit B** | **Wells** |
| **Exhibit C** | **Material Agreements** |

[redacted] [redacted] [redacted]

# EXHIBIT A

## LEASES

(All leases are located in Sublette County, Wyoming)

Exhibit I-A Lease Acreage

1. Lessor: USA, WYW-136841
Lessee: Ann M. Trujillo
Date: 7-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 112 West, 6th P.M.
Section 19: Lots 1-4
Section 20: N½, W½SW¼
Section 21: S½
Section 28: All
Section 29: SE¼NE¼, W½NW¼, SE¼NW¼, SW¼, E½SE¼
Section 30: Lots 1-4

Total Acres: 2,078.68

2. Lessor: USA, WYW-136842
Lessee: Ann M. Trujillo
Date: 7-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 112 West, 6th P.M.
Section 22: W½SW¼

Total Acres: 80

3. Lessor: USA, WYW-136843
Lessee: Ann M. Trujillo
Date: 7-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 112 West, 6th P.M.
Section 27: SW¼NE¼, W½NW¼, SE¼NW¼, SW¼, W½SE¼, SE¼SE¼
Section 31: Lots 1-4
Section 32: E½, E½W½
Section 33: All
Section 34: All

Total Acres: 2,359.76

DGS-86023.3
January 14, 1998 1:27 pm

Exhibit I-B Lease Acreage

1. Lessor: St. Wyo. 95-00126
Lessee: Ann M. Trujillo
Date: 4-2-95
Primary Term: 5 years
Royalty: 16.667%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Section 16: All

Total Acres: 640

2. Lessor: USA, WYW-136837
Lessee: Ann M. Trujillo
Date: 7-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Section 5: Lots 1-4, S½N½, S½
Section 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 8: S½
Section 9: SW¼

Total Acres: 1,754.37

3. Lessor: USA, WYW-120787
Lessee: C. R. F. Eckels
Date: 7-1-90
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: 3.0%
Mineral Interest: 100%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Section 18: N½NE¼, SW¼NE¼

Total Acres: 120

[redacted] [redacted] [redacted]

Exhibit I-C Lease Acreage

1. Lessor: USA, WYW-136344
Lessee: Ann M. Trujillo
Date: 5-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 112 West, 6th P.M.
Section 2: Lot 2
Section 10: SW¼NE¼, W½NW¼, SE¼NW¼, S½
Section 11: N½N½, W½SW¼, SE¼SW¼, SW¼SE¼
Section 12: E½NW¼, NW¼SE¼
Section 14: NW¼NW¼
Section 15: N½N½

Total Acres: 1,159.99

2. Lessor: St. Wyo. 95-00123
Lessee: Ann M. Trujillo
Date: 4-2-95
Primary Term: 5 years
Royalty: 16.6667%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 112 West, 6th P.M.
Section 16: All

Total Acres: 640

Exhibit I-D Lease Acreage

1. Lessor: USA, W-136832
Lessee: Ann M. Trujillo
Date: 7-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 111 West, 6th P.M.
Section 5: Lots 1-4, S½NE¼, SE¼NW¼, SE¼
Section 6: Lot 5
Section 8: N½, E½SW¼, N½SE¼, SE¼SE¼
Section 17: NE¼NE¼, SE¼NW¼
Section 20: SW¼SW¼
Section 21: SE¼
Section 29: W½NW¼, NW¼SW¼

Total Acres: 1,393.07

East Mesa Acreage

1. Lessor: USA, WYW-135830
Lessee: Ann M. Trujillo
Date: 4-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 30: Lots 3, 4, E½, SE¼NW¼, E½SW¼
Section 34: All
Section 35: All

Total Acres: 1,792.11

2. Lessor: USA, WYW-135829
Lessee: Ann M. Trujillo
Date: 4-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 26: All
Section 27: All

Total Acres: 1,280

3. Lessor: USA, WYW-135828
Lessee: Ann M. Trujillo
Date: 4-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 7: Lots 1-4, E½, E½W½
Section 18: Lots 1-4, E½, E½W½
Section 19: Lots 1-4, E½E½, NW¼NE¼, E½NW¼, NE¼SW¼
Section 31: E½E½

Total Acres: 2,476.75

[redacted] [redacted] [redacted]

4. Lessor: USA, W-135394
Lessee: Ann M. Trujillo
Date: 9-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 1: Lots 1-4, S½N½, S½
Section 2: Lots 1, 2, SE¼NE¼, NW¼SW¼, NE¼SE¼, S½S½
Section 3: Lots 2, 3, 4, SW¼NE¼, S½NW¼, S½
Section 11: All
Section 12: All
Section 13: All
Section 23: All
Section 24: All
Section 25: All

Total Acres: 5,344.88

5. Lessor: USA, W-135263
Lessee: Ann M. Trujillo
Date: 3-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 8: All
Section 17: All
Section 20: All
Section 21: All

Total Acres: 2,560

6. Lessor: St. Wyo. 95-00120
Lessee: Ann M. Trujillo
Date: 4-2-95
Primary Term: 5 years
Royalty: 16.6667%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 36 North, Range 111 West, 6th P.M.
Section 16: All

Total Acres: 640

| | | |
|---|---|---|
| 7. | Lessor: | St. Wyo. 95-00122 |
| | Lessee: | Ann M. Trujillo |
| | Date: | 4-2-95 |
| | Primary Term: | 5 years |
| | Royalty: | 16.6667% |
| | Overriding Royalty: | None |
| | Mineral Interest: | 100% |
| | Recording Data: | |
| | Description: | Township 37 North, Range 111 West, 6th P.M.<br>Section 36: All |

Total Acres: 640

**Prima/Lookridge Acreage - Drill to Earn Option**

| | | |
|---|---|---|
| 1. | Lessor: | USA, WYW-136838 |
| | Lessee: | Mountain States Fuels Inc. |
| | Effective Date: | 7-1-95 |
| | Primary Term: | 10 years |
| | Royalty: | 12.5% |
| | Overriding Royalty: | None |
| | Mineral Interest: | 100% |
| | Recording Data: | |
| | Description: | Township 36 North, Range 112 West, 6th P.M.<br>Section 7: Lots 1, 2, 3, 4, E½, E½W½<br>Section 8: N½<br>Section 17: All<br>Section 18: Lots 1, 2, 3, 4, SE¼NE¼, E½W½, SE¼<br>Section 21: N½N½ |

Total Acres: 2,277.24

| | | |
|---|---|---|
| 2. | Lessor: | USA, WYW-136840 |
| | Lessee: | Mountain States Fuels Inc. |
| | Effective Date: | 7-1-95 |
| | Primary Term: | 10 years |
| | Royalty: | 12.5% |
| | Overriding Royalty: | None |
| | Mineral Interest: | 100% |
| | Recording Data: | |
| | Description: | Township 36 North, Range 112 West, 6th P.M.<br>Among other lands<br>Section 20: E½SW¼, SE¼<br>Section 29: N½NE¼, NE¼NW¼ |

Total Acres: 360

[redacted] [redacted] [redacted]

3. Lessor: USA, WYW-136345
Lessee: Mountain States Fuels Inc.
Effective Date: 5-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 112 West, 6th P.M.
Among other lands
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: Lots 1, 2, 3, 4, S½N½, S½
Section 8: N½NE¼, SE¼NE¼
Section 9: N½, NE¼SE¼

Total Acres: 1,757.24

4. Lessor: USA, WYW-136348
Lessee: Mountain States Fuels Inc.
Effective Date: 5-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 112 West, 6th P.M.
Among other lands
Section 22: S½N½, S½
Section 23: NE¼NE¼, S½N½, S½
Section 24: NW¼, NW¼SW¼

Total Acres: 1,200

5. Lessor: USA, WYW-136349
Lessee: Mountain States Fuels Inc.
Effective Date: 5-1-95
Primary Term: 10 years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest: 100%
Recording Data:
Description:

Township 35 North, Range 112 West, 6th P.M.
Among other lands
Section 25: SW¼
Section 26: All
Section 27: All
Section 35: N½

Total Acres: 1,760

Chevron Leasehold Purchase

1. Lessor: WYW-143142
Lessee: Thomas J. Noonan
Effective Date: 2-1-95
Term: 10 years
Royalty: 12.5%
Overriding Royalty: 3.5%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Among other lands:
Section 32: W½W½

Total Acres: 160

2. Lessor: WYW-143143
Lessee: Thomas J. Noonan
Effective Date: 2-1-95
Term: 10 years
Royalty: 12.5%
Overriding Royalty: 3.5%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Among other lands:
Section 15: SW¼, W½SE¼
Section 22: N½, E½SW¼, SE¼

Total Acres: 800

3. Lessor: WYW-133102
Lessee: Chevron U. S. A. Inc.
Effective Date: 8-1-94
Term: 10 years
Royalty: 12.5%
Overriding Royalty: 3.5%
Recording Data:
Description: Township 36 North, Range 112 West, 6th P.M.
Among other lands:
Section 21: S½N½
Section 27: NE¼NW¼
Section 29: SW¼NE¼, W½SE¼

Total Acres: 320

[redacted] [redacted] [redacted]

Tom Brown Leasehold Purchase

1. Lessor: WYW-131928
Lessee: Van Bullock
Effective Date: 4-1-94
Term: 10 years
Royalty: 12.5%
Overriding Royalty: 2.0%
Recording Data:
Description:

Township 36 North, Range 112 West, 6th P.M.

| | |
|---|---|
| Section 1: | NE¼SW¼ |
| Section 10: | NE¼ |
| Section 19: | E½, E½W½ |
| Section 26: | SW¼SW¼ |
| Section 30: | NE¼ |
| Section 35: | SW¼NE¼, NW¼, SE¼ |

Total Acres: 1,240



712

# EXHIBIT B

## WELLS

1. Cow Gulch Federal 7-33
1558' FNL, 1682' FEL
SW/NE Section 33-T36N-R112W
Sublette County, Wyoming
Operator: Anschutz Exploration Corporation

2. Pixley Creek Federal 4-28
855' FNL, 664' FWL
NW/NW Section 28-T36N-R112W
Sublette County, Wyoming
Operator: Anschutz Exploration Corporation

[redacted] [redacted] [redacted]

EXHIBIT C

MATERIAL AGREEMENTS

1. Acreage Acquisition Agreement, Merna Area, dated March 1, 1995 between WILLOCO (now WILLOCO, LLC), Walter K. Arbuckle, Elliott A. Riggs, Holmes P. McLish and W. Clifton Arbuckle.

2. Farmout Contract dated December 23, 1996 between Anschutz Exploration Corporation, McLish Resources, L.P., The Walter K. Arbuckle Trust (now Roubidoux, LLC), The Elliott A. Riggs Trust, The W. Clifton Arbuckle Trust, and WILLOCO, LLC, as amended May 6, 1997, June 19, 1997, and August 4, 1997.

3. Option Farmout, East Merna, dated February 5, 1997 between Anschutz Exploration Corporation, McLish Resources, L.P., The Walter K. Arbuckle Trust (now Roubidoux, LLC), The Elliott A. Riggs Trust, The W. Clifton Arbuckle Trust, and WILLOCO, LLC, as amended June 19, 1997.

4. Option Farmout, Merna Prospect, dated March 31, 1997 between Anschutz Exploration Corporation, Prima Oil & Gas Company, and John P. Lockridge.

715

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

# OVERRIDING ROYALTY ASSIGNMENT

This assignment made and entered into this 26th day of January, 1998,
but effective October 1, 1997,
by and between Estate of Lillie M. Yates
herein referred to as assignor, (whether one or more) and
BY Royalty Ltd. Co.
105 S. Fourth Street
Artesia, NM 88210
hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 2% of 8/8ths (two percent of eight/eighths) 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 following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 29 North, Range 108 West, 6th PM
Section 4: Lots 1,2,3,4, S/2N/2, S/2
Section 5: Lots 1,2,3,4, S/2N/2, S/2
Section 8: All

under the terms of that certain oil and gas lease made and entered into by and between the United States as lessor, and Yates Petroleum Corporation, as lessee, bearing No. W-107040 dated effective 1-1-88 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the royalty owner under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. [illegible]

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Estate of Lillie M. Yates

By: Frank Yates, Jr., Attorney-In-Fact for S.P. Yates, Frank Yates, Jr. and B.W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased

STATE OF NEW MEXICO }
County of EDDY } ss.

On this 26th day of January, 1998, before me personally appeared Frank Yates, Jr., Attorney-in-Fact for S.P. Yates, Frank Yates, Jr., and B.W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased 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.

Witness my hand and seal the day and year last above written.

My commission expires 7-27-2001

Notary Public

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 18th day of Feb. A. D., 1998 at 10:35 o'clock; A m., and duly recorded in Book 104 Page 715 of the Oth records,

of said County.

County Clerk

By Cathy Foster, Deputy

Rec. No. 265893 Fees, $ 6.00

Return to

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING )
) ss.
COUNTY OF SUBLETTE )

SHAMA-KAFAR LIMITED PARTNERSHIP, also known as Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, of 6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977, Englewood, Colorado 80111, (hereinafter referred to as "Alpine"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby transfer, sell, assign, convey, and set over unto CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A., Inc., a Pennsylvania corporation, of 1301 McKinney Street, Houston, Texas 77010 (hereinafter referred to as "Chevron"), as an overriding royalty interest, six percent of eight-eighths (6.0% of 8/8ths) of the gross production of all substances produced, saved, and marketed only out of the existing Billy #33-16 well bore, drilled by Chevron in 1994 and located in the NW SE of Section 16, Township 31 North, Range 111 West, Sublette County, Wyoming, as assigned from Chevron to Alpine by that certain "Assignment and Bill of Sale" dated the 17th day of November, 1997, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

The overriding royalty interest herein assigned and conveyed shall be free and clear of all cost and expense to Chevron, except taxes applicable to the interest and the production therefrom and transportation charges of the purchasing company.

As part of the consideration for the execution and delivery of this instrument by Alpine, Chevron agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

To have and to hold unto Chevron, their successors and assigns, the herein described well-bore overriding royalty interest, but without warranty of title, either express or implied.

EXECUTED this 24th day of November, 1997, to be effective for all purposes the 1st day of October, 1997.

SHAMA-KAFAR LIMITED PARTNERSHIP,
also known as Shama Zoe Limited Partnership,
d/b/a Alpine Gas Company

By: Gilman A. Hill
Gilman A. Hill, as General Partner and President

CHEVRON U.S.A. PRODUCTION COMPANY,
a division of Chevron U.S.A. Inc.

By: O.T. Berlin
Title: Attorney-In-Fact

265897

RECORDED February 18 1998 11:20 AM
IN BOOK 106 O+G PAGE 716
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

STATE OF COLORADO )
) ss.
COUNTY OF ARAPAHOE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of November, 1997, 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-KAFAR LIMITED PARTNERSHIP, also known as Shama Zoe Limited Partnership, and acknowledged to me that Gilman A. Hill subscribed the name of SHAMA-KAFAR LIMITED PARTNERSHIP, also known as Shama Zoe Limited Partnership (d/b/a Alpine Gas Company) thereto as principal and own name as General Partner (President).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

JOAN[illegible]
NOTARY PUBLIC
STATE OF COLORADO
Commission Expires 11-21-98

STATE OF TEXAS )
) ss.
COUNTY OF HARRIS )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of ~~November~~ January, ~~1997~~ 1998, personally appeared D.T. Berlin known to me to be the person whose name is subscribed to the within instrument as Attorney-in-Fact 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 Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

Kathleen A. Day, Notary Public

My Commission Expires:

8-12-00

[redacted] Exhibit "A" [redacted]

to Assignment of Overriding Royalty Interest dated November 24, 1997, from SHAMA-KAPAR LIMITED PARTNERSHIP, also known as Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, to CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A., Inc., a Pennsylvania corporation.

# 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 - Billy #33-16 (hereinafter referred to as "the Well"), located in the SE/4 of Section 16, T31N-R111W-RHW, 6th P.M., Sublette County, Wyoming and covered by that certain Oil and Gas Lease #89-0646 effective October 2, 1989 (hereinafter referred to as "the Alpine Lease") between the State of Wyoming, as Lessor, and Shama Zoe Limited Partnership (d/b/a Alpine Gas Company, 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 October 1, 1997, 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 indemnify and hold Chevron harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the well which are incurred or suffered subsequent to the Effective Date. Chevron shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well which were incurred or suffered prior to the Effective Date.

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 State of Wyoming or other landowner(s). Alpine as part of the consideration for this conveyance, hereby fully releases and discharges Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries from, and agrees to defend, indemnify and hold Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well after the Effective Date, including, but not limited to, plugging and abandonment of the Well; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

6. It is understood and agreed that Alpine is taking over "the Well" pursuant to and subject to all the terms and conditions set forth in that certain Farm-in Agreement dated June 14, 1994, between Chevron and Alpine, specifically Provision I - "Well Takeover". However, Chevron will not retain a reversionary right of 50% working interest in this well. Instead, Chevron will receive from Alpine an overriding royalty of 6% on any future production from this well. Alpine agrees to execute a recordable

assignment to Chevron of this 6% overriding royalty within 30 days from execution of this agreement. Consequently, Alpine will not report to Chevron any of its work in this well, including the costs thereof, or any of the data or information acquired from its operations on or work in this well. 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 17th day of November, 1997 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
d/b/a ALPINE GAS COMPANY

By: Gilman A. Hill
Gilman A. Hill

Title: President and General Partner

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on November 17th, 1997, by D. T. Berlin, Assistant Secretary for Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc., a Pennsylvania corporation, on behalf of said corporation.

Kathleen A. Day
Notary Public, State of Texas
My Commission Expires 8-12-00

Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 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 18th day of November, 1997, 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

[redacted] EX[redacted] "A" [redacted]

Attached hereto and made a part of that certain Assignment and Bill of Sale effective October 1, 1997 between Chevron U.S.A. Production Company, a division of Chevron U.S.A., Inc. And Shama Zoe limited Partnership, d.b.a. Alpine Gas Company.

ASSIGNED PREMISES

WELL: Billy #33-16 (wellbore only) ← 02A H
Township 31 North-Range 111West, Section 16: NW4 SE4;
Sublette County, Wyoming

EQUIPMENT:

1. Approximately 10,553 feet of 2 3/8", 4.7#, EUE, 8 RD, P-110 tubing;

2. One production tree, 5000 psi maximum working pressure;

721

Form 3000-3
(January 1996)

**UNITED STATES**
**DEPARTMENT OF THE INTERIOR**
**BUREAU OF LAND MANAGEMENT**

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

# 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-138249

Lease Effective Date
(Anniversary Date)
Feb. 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

Helga M. Miedtke
3231 S. Landl Lane #220
Milwaukee, WI 53227

*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 0340 North, Range 1130 West, 06th PM | 100% | 100% | None | None | None |
| Section: 006 SENE; | | | | | |
| Containing 40.00 Acres more or less | | | | | |
| Sublette County | | | | | |

265909

RECORDED February 18, 1998 4:10 PM
IN BOOK 106 OR PAGE 721
FEES $10.00 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 _____
(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 30 day of Jan, 19 98

Name of Assignor as shown on current lease Jesus Escalante
Please type or print

Assignor Jesus Escalante
or (Signature)
Attorney-in-fact _____
(Signature)

3138 Y St.
(Assignor's Address)

Omaha NE 68107-3363
(City) (State) (Zip Code)

Executed this 5 day of February, 19 98

Assignee Helga M. Miedtke
or (Signature)
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 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: 1998–774-004/41005

ACKNOWLEDGMENT

STATE OF Nebraska
COUNTY OF Douglas
ON THIS 30 DAY OF Jan A.D. 1998, BEFORE ME PERSONALLY APPEARED Jesus Escalante
KNOWN TO ME TO BE THE PERSON DESCRIBED AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

GENERAL NOTARY - State of Nebraska
VINCENT MUNIZ JR.
My Comm. Exp. Oct. 5, 1998

NOTARY PUBLIC FOR THE COUNTY OF
Douglas
STATE OF Nebraska

MY COMMISSION EXPIRES 10-05-98

ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Milwaukee
ON THIS 5th DAY OF Feb. A.D. 1998, BEFORE ME PERSONALLY APPEARED Helga M. Middeke
KNOWN TO ME TO BE THE PERSON DESCRIBED AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

Lorraine M. Klemer
NOTARY PUBLIC FOR THE COUNTY OF
Milwaukee
STATE OF Wisconsin

MY COMMISSION EXPIRES Nov. 12, 2000

[redacted] [redacted] Feb. 24, 1998

265962

RECORDED Feb [redacted] 98 M 9:30A
IN BOOK 102 O&G PAGE 724
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Gordon

9:30A

**SECOND AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of February 2, 1998, 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. Debtor and Norwest Colorado executed and delivered an Amendment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of March 26, 1997 (the "First Amendment"), 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 First Amendment was filed and recorded as follows:

| State | County or Office | Filing Date | Recording Data Book | Page |
|---|---|---|---|---|
| Oklahoma | Roger Mills | 04/10/97 | 1520 | 197 |
| Wyoming | Natrona | 04/09/97 | Rec. #593955 | |
| Wyoming | Park | 04/14/97 | Doc. #1997 | 2015 |
| Wyoming | Sublette | 04/09/97 | 104 O&G | 384 |
| Wyoming | Uinta | 04/09/97 | 678 | 212 |

D. Unless otherwise defined herein, terms defined in the Original Mortgage, as assigned pursuant to the Assignment and as amended pursuant to the First Amendment (the "Mortgage"), shall have the same meanings when used herein.

E. If necessary for the recordation hereof, the counterparts hereof to be recorded in the counties listed in Recitals A, B and C 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.

F. 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 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 the promissory note dated February 2, 1998, as heretofore or hereafter amended, extended, modified or substituted for (the "Note"), made by Debtor, in the face amount of $10,000,000, payable to the order of Norwest on or before December 31, 1999 (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, 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;

2. The following shall be substituted for Section 1.1.F(1) on page 4 of the Mortgage:

(1) shall not together in unpaid principal amount aggregate more than $25,000,000 at any time, which amount contemplates all futures advances;

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 February 2, 1998, 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. Notwithstand_ng 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

_____, Secretary

By: _____
John W. Martin,
President

(SEAL)

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

By: _____
J. Thomas Reagan,
Vice President

STATE OF ~~COLORADO~~ WYOMING )
) ss.
~~CITY AND~~ COUNTY OF ~~DENVER~~ NATRONA )

The foregoing instrument was acknowledged before me this 9th day of February, 1998, by John W. Martin, as President of McMURRY OIL COMPANY, a Wyoming corporation, on behalf of said corporation. Witness my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

My ~~commission~~ expires:

_____
Notary Public

(SEAL)

STATE OF COLORADO )
) ss.
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 17th day of February, 1998, 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 STATE OF COLORADO

_____
Notary Public

My commission expires: My Commission Expires August 30, 2001

EXHIBIT "A"

Sublette COUNTY, Wyoming

LIST OF PROPERTIES

| WELL NAME | WORKING INTEREST | NET REVENUE INTEREST | DATE OF LEASE | LESSOR | LESSEE | DESCRIPTION OF LEASE | RECORDING BOOK | PG. |
|---|---|---|---|---|---|---|---|---|
| Jonah Federal 1-5,1-6,1-7 | 17.325% | 13.86% | 1/1/92 | USA W-125943 | High Plains Energy | T28N-R108W<br>Sec 5: All<br>Sec 6: All<br>Sec 7: All<br>Sec 18: All | | |
| Jonah Federal 2-8 | 49.5% | 39.6% | 1/1/92 | USA W-125944 | High Plains Energy | T28N-R108W<br>Sec 8: All<br>T29N-R108W<br>Sec 32: All<br>Sec 33: All | | |
| Wardell Federal #1 | 49.5% (BPO) | 37.18%(BPO) | 5/1/67 | USA W-5627B | Samuel Mandel | T28N-R108W<br>Sec 9: All | | |
| Federal 1-4 | 49.5% | 38.61% | 2/1/77 | USA W-57521 | Dorothy Trommeter | T28N-R108W<br>Sec 2: All<br>Sec 3: All<br>Sec 4: All<br>Sec 10: All<br>Sec 11: All | 81 | 86 |
| Federal 32-34 | 49.5% | 39.8475% | 8/1/86 | USA W-100902 | Eugene Wait | T29N-R108W<br>Sec 34: All<br>Sec 35: All | 79 | 337 |

728

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 12th day of February, 1998, to be effective as of first production of hydrocarbons from the Jonah 3-15 Well located in the NE/4NW/4 of Section 15, Township 28 North, Range 108 West, 6th P.M., by and between **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor"), and **WRW Energy Co.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **Dianne E. Greene**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

## WITNESSETH:

WHEREAS, Assignor is the owner of the following operating rights interests in USA Oil & Gas Lease WYW-125945 (the "Lease") insofar as it covers horizons above the base of the Mesa Verde formation, which is defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., insofar as said Lease covers all of Section 15, Township 28 North, Range 108 West, 6th P.M., said section being hereinafter referred to as the "Subject Lands":

As to the NW/4 of Section 15

Before Payout of the Jonah 3-15 Well located in the NE/4NW/4 of Section 15, Township 28 North, Range 108 West -- 4.817%

After Payout of the Jonah 3-15 Well -- 12.523%;

As to the NE/4 and the S/2 of Section 15, Township 28 North, Range 108 West, 6th P.M.

Before and After Payout of the Jonah 3-15 Well -- 12.523%; and

WHEREAS, Assignor is the owner of an undivided 24.084% operating rights interest in the Lease insofar as it covers horizons in and under the Subject Lands lying below the base of the Mesa Verde Formation; and

WHEREAS, by Assignment of Overriding Royalty Interest dated effective October 20, 1994 and recorded April 22, 1996 in Book 103 of O&G at page 269 of the records of Sublette County, Wyoming (the "Assignment"), Assignee conveyed the following overriding royalty interests in the Lease to Assignees insofar as the Lease covers the Subject Lands.

265963

RECORDED February 24, 1998 10:20AM
IN BOOK 104 O+G PAGE 729
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socton

[redacted] [redacted] [redacted]

As to horizons from the surface to the base of the Mesa Verde formation in and under the NW/4 of Section 15, Township 28 North, Range 108 West, 6th P.M.

| | Before Payout | After Payout |
|---|---|---|
| WRW Energy Co. | 5/6ths of 0.4335% of 8/8ths | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 0.4335% of 8/8ths | 1/6th of 1.1271% of 8/8ths |

As to horizons below the base of the Mesa Verde Formation in and under the NW/4 of Section 15, Township 28 North, Range 108 West, 6th P.M. and as to all depths in and under the NE/4 and S/2 of said Section 15:

| | Before and After Payout |
|---|---|
| WRW Energy Co. | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.1271% of 8/8ths; and |

WHEREAS, Assignor and Assignees desire to stipulate that the term "Payout" as used in the Assignment referred to Payout of the Jonah 3-15 Well, described above, as determined in accordance with that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee"; and

WHEREAS, Assignor desires to convey out of its remaining operating rights interest in the Lease sufficient additional overriding royalty interests to Assignees so that the total overriding royalty interests in the Lease, insofar as it covers all of the Subject Lands, which have been conveyed by Assignor to each Assignee will be as follows:

| | | |
|---|---|---|
| WRW Energy Co. | - | 5/6ths of 2.1675% of 8/8ths or 1.80625% of 8/8ths |
| Dianne E. Greene | - | 1/6th of 2.1675% of 8/8ths or 0.36125% of 8/8ths |

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the following overriding royalty interests in the Lease insofar only as it covers the Subject Lands:

As to the horizons from the surface to the base of the Mesa Verde formation in and under the NW/4 of Section 15, Township 28 North, Range 108 West, 6th P.M.:

| | Before Payout* | After Payout* |
|---|---|---|
| WRW Energy Co. | 5/6ths of 1.734% of 8/8ths | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.734% of 8/8ths | 1/6th of 1.0404% of 8/8ths |

As to horizons below the base of the Mesa Verde formation in and under the NW/4 of Section 15, Township 28 North, Range 108 West, and as to all depths in and under the NE/4 and S/2 of said Section 15:

| | Before and After Payout* |
|---|---|
| WRW Energy Co. | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.0404% of 8/8ths. |

*The term "Payout" as used herein and as used in the "Assignment" referred to above shall mean Payout of the Jonah 3-15 Well located in the NE/4NW/4 of Section 15, Township 28 North, Range 108 West, 6th P.M. as determined under that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmors" and Snyder Oil Corporation as "Farmee".

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective heirs, successors and assigns, FOREVER, subject to the terms of the Lease and to the Agreements described on Exhibit "A" attached hereto, which is hereby incorporated herein, and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

[redacted] [redacted] [redacted]

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

**ATTEST:**

**FORT COLLINS CONSOLIDATED ROYALTIES, INC.**

Diane E. Greene

By: Ed N. Harrison
Ed N. Harrison, President

STATE OF Wyoming )
) ss.
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 12th day of February, 1998, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E. Greene
Notary Public
Address: 5605 Yellow Meadows Dr
Cheyenne WY 82001

C:\OFFICE\WPWIN\WPDOCS\FCC\ASSIGN\JONAH315.ASN(1/7/97)

**EXHIBIT "A"**
**to**
**Assignment of Overriding Royalty Interest**
**from Fort Collins Consolidated Royalties, Inc.**
**to WRW Energy Co. and Dianne E. Greene**
**Affecting U.S.A. Lease WYW-125945**

(a) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III, dated December 3, 1991;

(b) Letter Agreement dated February 10, 1992, by and between McMurry Oil Company and John L. Higgins, III, and Presidio Exploration, Inc. regarding Lease Participation Agreement;

(c) Letter Agreement dated February 25, 1992, by and between McMurry Oil Company and Presidio Exploration, Inc. regarding Sale of Oil and Gas Interests, Wardell Prospect, Sublette County, Wyoming;

(d) Agreement, Assignment and Bill of Sale dated March 9, 1992, by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III;

(e) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(f) Operating Agreement, dated September 24, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-28-N, R-108-W, Section 15: All, Sublette County, Wyoming;

(g) Gas Gathering Agreement dated as of April 1, 1996 between McMurry Oil Company, et al. as "Producers" and Green River Pipeline Limited Liability Company as "Operator";

[redacted] [redacted] [redacted]

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 12th day of February, 1998, to be effective as of first production of hydrocarbons from the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M., by and between **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor"), and **WRW Energy Co.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **Dianne E. Greene**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

## WITNESSETH:

WHEREAS, Assignor is the owner of the following operating rights interests in USA Oil & Gas Lease WYW-127749 (the "Lease") insofar as it covers horizons above the base of the Mesa Verde formation, which is defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., insofar as said Lease covers all of Section 26, Township 29 North, Range 108 West, 6th P.M., said section being hereinafter referred to as the "Subject Lands":

As to the NW/4 of Section 26

Before Payout of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West -- 4.817%

After Payout of the Stud Horse Butte 5-26 Well -- 12.523%;

As to the NE/4 and the S/2 of Section 26, Township 29 North, Range 108 West, 6th P.M.

Before and After Payout of the Stud Horse Butte 5-26 Well -- 12.523%; and

WHEREAS, Assignor is the owner of an undivided 24.084% operating interest in the Lease insofar as it covers horizons in and under the Subject Lands lying below the base of the Mesa Verde Formation; and

WHEREAS, by Assignment of Overriding Royalty Interest dated effective January 28, 1995 and recorded April 22, 1996 in Book 103 of O&G at page 264 of the records of Sublette County, Wyoming (the "Assignment"), Assignee conveyed the following overriding royalty interests in the Lease to Assignees insofar as the Lease covers the Subject Lands

265964

RECORDED February 24 1998 10:20 AM
IN BOOK 110 O&G PAGE 734
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

As to horizons from the surface to the base of the Mesa Verde formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.

| | Before Payout | After Payout |
|---|---|---|
| WRW Energy Co. | 5/6ths of 0.4335% of 8/8ths | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 0.4335% of 8/8ths | 1/6th of 1.1271% of 8/8ths |

As to horizons below the base of the Mesa Verde Formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. and as to all depths in and under the NE/4 and S/2 of said Section 26:

| | Before and After Payout |
|---|---|
| WRW Energy Co. | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.1271% of 8/8ths; and |

WHEREAS, Assignor and Assignees desire to stipulate that the term "Payout" as used in the Assignment referred to Payout of the Stud Horse Butte 5-26 Well, described above, as determined in accordance with that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee"; and

WHEREAS, Assignor desires to convey out of its remaining operating rights interest in the Lease sufficient additional overriding royalty interests to Assignees so that the total overriding royalty interests in the Lease, insofar as it covers all of the Subject Lands, which have been conveyed by Assignor to each Assignee will be as follows:

| | | |
|---|---|---|
| WRW Energy Co. | - | 5/6ths of 2.1675% of 8/8ths or 1.80625% of 8/8ths |
| Dianne E. Greene | - | 1/6th of 2.1675% of 8/8ths or 0.36125% of 8/8ths |

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the following overriding royalty interests in the Lease insofar only as it covers the Subject Lands:

As to the horizons from the surface to the base of the Mesa Verde formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.:

| | Before Payout* | After Payout* |
|---|---|---|
| WRW Energy Co. | 5/6ths of 1.734% of 8/8ths | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.734% of 8/8ths | 1/6th of 1.0404% of 8/8ths |

[redacted] [redacted] [redacted]

As to horizons below the base of the Mesa Verde formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, and as to all depths in and under the NE/4 and S/2 of said Section 26:

| | Before and After Payout* |
|---|---|
| WRW Energy Co. | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.0404% of 8/8ths. |

*The term "Payout" as used herein and as used in the "Assignment" referred to above shall mean Payout of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. as determined under that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmors" and Snyder Oil Corporation as "Farmee".

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective heirs, successors and assigns, FOREVER, subject to the terms of the Lease and to the Agreements described on Exhibit "A" attached hereto, which is hereby incorporated herein, and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

**ATTEST:**

**FORT COLLINS CONSOLIDATED ROYALTIES, INC.**

By: Ed N. Harrison
**Ed N. Harrison, President**

STATE OF Wyoming )
) **ss.**
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 12th day of February, 1998, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

(SEAL)
DIANE E. GREENE - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public
Address: 5605 Haven Meadows Dr
Cheyenne, WY 82001

C:\OFFICE\WPWIN\WPDOCS\FCC\ASSIGN\SHB5-26.ASN(1/6/97)

[redacted] [redacted] [redacted]

**EXHIBIT "A"**
**to**
**Assignment of Overriding Royalty Interest**
**from Fort Collins Consolidated Royalties, Inc.**
**to WRW Energy Co. and Dianne E. Greene**
**Affecting U.S.A. Lease WYW-127749**

(a) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(b) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 26: All, Sublette County, Wyoming;

(c) Gas Gathering Agreement dated as of April 1, 1996 between McMurry Oil Company, et al. as "Producers" and Green River Pipeline Limited Liability Company as "Operator";

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 12th day of February, 1998, to be effective as of first production of hydrocarbons from the Stud Horse Butte 13-27 Well located in the SW/4SW/4 of Section 27. Township 29 North, Range 108 West, 6th P.M., by and between **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor"), and **WRW Energy Co.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **Dianne E. Greene**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

## WITNESSETH:

WHEREAS, Assignor is the owner of the following operating rights interests in USA Oil & Gas Lease WYW-102899 (the "Lease") insofar as it covers horizons above the base of the Mesa Verde formation, which is defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., insofar as said Lease covers all of Section 27, Township 29 North, Range 108 West, 6th P.M., said section being hereinafter referred to as the "Subject Lands":

As to the SW/4 of Section 27

Before Payout of the Stud Horse Butte 13-27 Well located in the SW/4SW/4 of Section 27, Township 29 North, Range 108 West -- 4.817%

After Payout of the Stud Horse Butte 13-27 Well -- 12.523%;

As to the SE/4 and the N/2 of Section 27, Township 29 North, Range 108 West, 6th P.M.

Before and After Payout of the Stud Horse Butte 13-27 Well -- 12.523%; and

WHEREAS, Assignor is the owner of an undivided 24.084% operating rights interest in the Lease insofar as it covers horizons in and under the Subject Lands lying below the base of the Mesa Verde Formation; and

WHEREAS, by Assignment of Overriding Royalty Interest dated effective December 7, 1994 and recorded April 22, 1996 in Book 103 of O&G at page 259 of the records of Sublette County, Wyoming (the "Assignment"), Assignee conveyed the following overriding royalty interests in the Lease to Assignees insofar as the Lease covers the Subject Lands.

265965

RECORDED February 24 1998 10:20AM
IN BOOK 104 O&G PAGE 739
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[redacted] [redacted] [redacted]

<u>As to horizons from the surface to the base of the Mesa Verde formation in and under the SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.</u>

| | <u>Before Payout</u> | <u>After Payout</u> |
|---|---|---|
| WRW Energy Co. | 5/6ths of 0.4335% of 8/8ths | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 0.4335% of 8/8ths | 1/6th of 1.1271% of 8/8ths |

As to horizons below the base of the Mesa Verde Formation in and under the SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M. and as to all depths in and under the SE/4 and N/2 of said Section 27:

| | <u>Before and After Payout</u> |
|---|---|
| WRW Energy Co. | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.1271% of 8/8ths; and |

WHEREAS, Assignor and Assignees desire to stipulate that the term "Payout" as used in the Assignment referred to Payout of the Stud Horse Butte 13-27 Well, described above, as determined in accordance with that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee"; and

WHEREAS, Assignor desires to convey out of its remaining operating rights interest in the Lease sufficient additional overriding royalty interests to Assignees so that the total overriding royalty interests in the Lease, insofar as it covers all of the Subject Lands, which have been conveyed by Assignor to each Assignee will be as follows:

| | | |
|---|---|---|
| WRW Energy Co. | - | 5/6ths of 2.1675% of 8/8ths or 1.80625% of 8/8ths |
| Dianne E. Greene | - | 1/6th of 2.1675% of 8/8ths or 0.36125% of 8/8ths |

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the following overriding royalty interests in the Lease insofar only as it covers the Subject Lands:

As to the horizons from the surface to the base of the Mesa Verde formation in and under the SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.:

| | <u>Before Payout*</u> | <u>After Payout*</u> |
|---|---|---|
| WRW Energy Co. | 5/6ths of 1.734% of 8/8ths | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.734% of 8/8ths | 1/6th of 1.0404% of 8/8ths |

As to horizons below the base of the Mesa Verde formation in and under the SW/4 of Section 27, Township 29 North, Range 108 West, and as to all depths in and under the SE/4 and N/2 of said Section 27:

| | Before and After Payout* |
|---|---|
| WRW Energy Co. | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.0404% of 8/8ths. |

*The term "Payout" as used herein and as used in the "Assignment" referred to above shall mean Payout of the Stud Horse Butte 13-27 Well located in the SW/4SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M. as determined under that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmors" and Snyder Oil Corporation as "Farmee".

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective heirs, successors and assigns, FOREVER, subject to the terms of the Lease and to the Agreements described on Exhibit "A" attached hereto, which is hereby incorporated herein, and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

[redacted] [redacted] [redacted]

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

**ATTEST:**

**FORT COLLINS CONSOLIDATED ROYALTIES, INC.**

By: Ed N. Harrison
Ed N. Harrison, President

STATE OF Wyoming )
) ss.
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 12th day of February, 1998, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-98

DIANE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E. Greene
Notary Public
Address: 5605 Thoroughbred Dr
Cheyenne, WY 82001

C:\OFFICE\WPWIN\WPDOCS\FCC\ASSIGN\SHB13-27.ASN(1/7/97)



742

**EXHIBIT "A"**
**to**
**Assignment of Overriding Royalty Interest**
**from Fort Collins Consolidated Royalties, Inc.**
**to WRW Energy Co. and Dianne E. Greene**
**Affecting U.S.A. Lease WYW-102899**

(a) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III, dated December 3, 1991;

(b) Letter Agreement dated February 10, 1992, by and between McMurry Oil Company and John L. Higgins, III, and Presidio Exploration, Inc. regarding Lease Participation Agreement;

(c) Letter Agreement dated February 25, 1992, by and between McMurry Oil Company and Presidio Exploration, Inc. regarding Sale of Oil and Gas Interests, Wardell Prospect, Sublette County, Wyoming;

(d) Agreement, Assignment and Bill of Sale dated March 9, 1992, by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III;

(e) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises. Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(f) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 27: All, Sublette County, Wyoming;

(g) Gas Gathering Agreement dated as of April 1, 1996 between McMurry Oil Company, et al. as "Producers" and Green River Pipeline Limited Liability Company as "Operator";

# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 12th day of February, 1998, to be effective as of first production of hydrocarbons from the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M., by and between **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor"), and **WRW Energy Co.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **Dianne E. Greene**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

## WITNESSETH:

WHEREAS, Assignor is the owner of the following operating rights interests in USA Oil & Gas Lease WYW-125950 (the "Lease") insofar as it covers horizons above the base of the Mesa Verde formation, which is defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., insofar as said Lease covers all of Section 28, Township 29 North, Range 108 West, 6th P.M., said section being hereinafter referred to as the "Subject Lands":

As to the SE/4 of Section 28

Before Payout of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West -- 4.817%

After Payout of the Stud Horse Butte 15-28 Well -- 12.523%;

As to the SW/4 and the N/2 of Section 28, Township 29 North, Range 108 West, 6th P.M.

Before and After Payout of the Stud Horse Butte 15-28 Well -- 12.523%; and

WHEREAS, Assignor is the owner of an undivided 24.084% operating rights interest in the Lease insofar as it covers horizons in and under the Subject Lands lying below the base of the Mesa Verde Formation; and

WHEREAS, by Assignment of Overriding Royalty Interest dated effective September 21, 1994 and recorded April 22, 1996 in Book 103 of O&G at page 254 of the records of Sublette County, Wyoming (the "Assignment"), Assignee conveyed the following overriding royalty interests in the Lease to Assignees insofar as the Lease covers the Subject Lands

265966

RECORDED February 24, 1998 10:20AM
IN BOOK 106 O+G PAGE 744
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

As to horizons from the surface to the base of the Mesa Verde formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.

| | Before Payout | After Payout |
|---|---|---|
| WRW Energy Co. | 5/6ths of 0.4335% of 8/8ths | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 0.4335% of 8/8ths | 1/6th of 1.1271% of 8/8ths |

As to horizons below the base of the Mesa Verde Formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. and as to all depths in and under the SW/4 and N/2 of said Section 28:

| | Before and After Payout |
|---|---|
| WRW Energy Co. | 5/6ths of 1.1271% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.1271% of 8/8ths; and |

WHEREAS, Assignor and Assignees desire to stipulate that the term "Payout" as used in the Assignment referred to Payout of the Stud Horse Butte 15-28 Well, described above, as determined in accordance with that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee"; and

WHEREAS, Assignor desires to convey out of its remaining operating rights interest in the Lease sufficient additional overriding royalty interests to Assignees so that the total overriding royalty interests in the Lease, insofar as it covers all of the Subject Lands, which have been conveyed by Assignor to each Assignee will be as follows:

WRW Energy Co. - 5/6ths of 2.1675% of 8/8ths or 1.80625% of 8/8ths

Dianne E. Greene - 1/6th of 2.1675% of 8/8ths or 0.36125% of 8/8ths

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common the following overriding royalty interests in the Lease insofar only as it covers the Subject Lands:

As to the horizons from the surface to the base of the Mesa Verde formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.:

| | Before Payout* | After Payout* |
|---|---|---|
| WRW Energy Co. | 5/6ths of 1.734% of 8/8ths | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.734% of 8/8ths | 1/6th of 1.0404% of 8/8ths |

[redacted] [redacted] [redacted]

As to horizons below the base of the Mesa Verde formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, and as to all depths in and under the SW/4 and N/2 of said Section 28:

| | Before and After Payout* |
|---|---|
| WRW Energy Co. | 5/6ths of 1.0404% of 8/8ths |
| Dianne E. Greene | 1/6th of 1.0404% of 8/8ths. |

*The term "Payout" as used herein and as used in the "Assignment" referred to above shall mean Payout of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. as determined under that certain Farmout Agreement dated June 17, 1994 among McMurry Oil Company, et al. as "Farmors" and Snyder Oil Corporation as "Farmee".

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective heirs, successors and assigns, FOREVER, subject to the terms of the Lease and to the Agreements described on Exhibit "A" attached hereto, which is hereby incorporated herein, and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

**ATTEST:**

**FORT COLLINS CONSOLIDATED ROYALTIES, INC.**

By: Ed N. Harrison
**Ed N. Harrison, President**

STATE OF Wyoming )
) ss.
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 12th day of February, 1998, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-98
(S.E.A.L.)

DIANNE E. SPRENGLE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E Sprengle
Notary Public
Address: 5905 Sheep Meadows Dr
Cheyenne, WY 82001

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**EXHIBIT "A"**
**to**
**Assignment of Overriding Royalty Interest**
**from Fort Collins Consolidated Royalties, Inc.**
**to WRW Energy Co. and Dianne E. Greene**
**Affecting U.S.A. Lease WYW-125950**

(a) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III, dated December 3, 1991;

(b) Letter Agreement dated February 10, 1992, by and between McMurry Oil Company and John L. Higgins, III, and Presidio Exploration, Inc. regarding Lease Participation Agreement;

(c) Letter Agreement dated February 25, 1992, by and between McMurry Oil Company and Presidio Exploration, Inc. regarding Sale of Oil and Gas Interests, Wardell Prospect, Sublette County, Wyoming;

(d) Agreement, Assignment and Bill of Sale dated March 9, 1992, by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III;

(e) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(f) Operating Agreement, dated August 25, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 28: All, Sublette County, Wyoming;

(g) Gas Gathering Agreement dated as of April 1, 1996 between McMurry Oil Company, et al. as "Producers" and Green River Pipeline Limited Liability Company as "Operator";