WYW-140004
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140004

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

269445

RECORDED Sept. 28, 1998 10:35 a.m.
IN BOOK 109 O&G PAGE 1
FEES $12.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

2. Nature of Interest:

a. By this instrument, the holder:

Western Gas Resources, Inc.
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

T. 28 N., R. 108 W.
section 5, Lots 2 and 3.

T. 29 N., R. 107 W.
section 19, Lot 3, S½NE¼, NE¼SW¼, NW¼SE¼;
section 20, S½N½, NE¼SE¼;
section 21, W½SW¼, SE¼SW¼, SE¼;
section 22, E½NE¼, NE¼SW¼, S½S½, NE¼SE¼;
section 23, NW¼NW¼.

T. 29 N., R. 108 W.
section 24, NE¼SE¼, S½SE¼;
section 25, NW¼NE¼, S½NW¼, NE¼SW¼;
section 26, S½NE¼, E½NW¼, NW¼NW¼, N½SW¼, SW¼SW¼, NW¼SE¼;
section 27, SE¼SE¼;
section 28, W½NE¼, E½NW¼, W½SE¼;
section 33, W½NE¼, SE¼NE¼, E½SE¼;
section 34, N½NE¼, SW¼NE¼, SE¼NW¼, SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 65,800 feet long and contains 75.53 acres, more or less.

c. This instrument 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.

(over)

d. This instrument 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.

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 [redacted] 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 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit A, dated October 17, 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.

e. 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.

f. 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.

g. No surface disturbing activities shall take place on the subject right-of-way until the associated APD is approved. The holder will adhere to special stipulations in the Surface Use Program of the approved APD, relevant to any right-of-way facilities.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW-140004

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

N. Sue Park	Leslie A. Thom
(Signature of Holder)	(Signature of Authorized Officer)
Landman	Area Manager
(Title)	(Title)
10-21-96	10/23/96
(Date)	(Effective Date of Grant)

4

R 108 W

R 107 W

7.2 Mi. +/-

SEE TOPO "B"

Draw

Sand

Bull

Mud

T29N

T28N

Ridge

Point

Proposed Location:
STUD HORSE FEDERAL #13-23

Jonah

Gulch

Long

Draw

Tasketta Butte

T 28 N

T 27 N

Radio Tower

27.0 Mi. +/-

RECEIVED
OCT 9 1996
PINEDALE RESOURCE
AREA OFFICE

Corral

North Sublette Meadow Spring

Juel Spring

Exhibit A
WYW-140004
October 17, 1996

TOPOGRAPHIC
MAP "A"

DATE: 9-16-96
DRAWN BY: D.COX

JEL S

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (801) 789-1017

WESTERN GAS RESOURCES, INC.

STUD HORSE FEDERAL #13-23
SECTION 23, T29N, R108W, 6th P.M.
460' FSL 460' FWL

New Construction
Existing Road

WY-3125

Sand Dune 15-24
M. Granger

WYW-143072
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143072

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1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234

receives a right to construct, operate, maintain, and terminate a 6 inch buried gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
Section 24, SE¼SW¼, SW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,317 feet long and contains 2.6 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269446

RECORDED Sept 28 1998 10:35 A
IN BOOK 109 Q+G PAGE 5
FEES $24.00 M. L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

(over)

WYW-143072

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 20, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

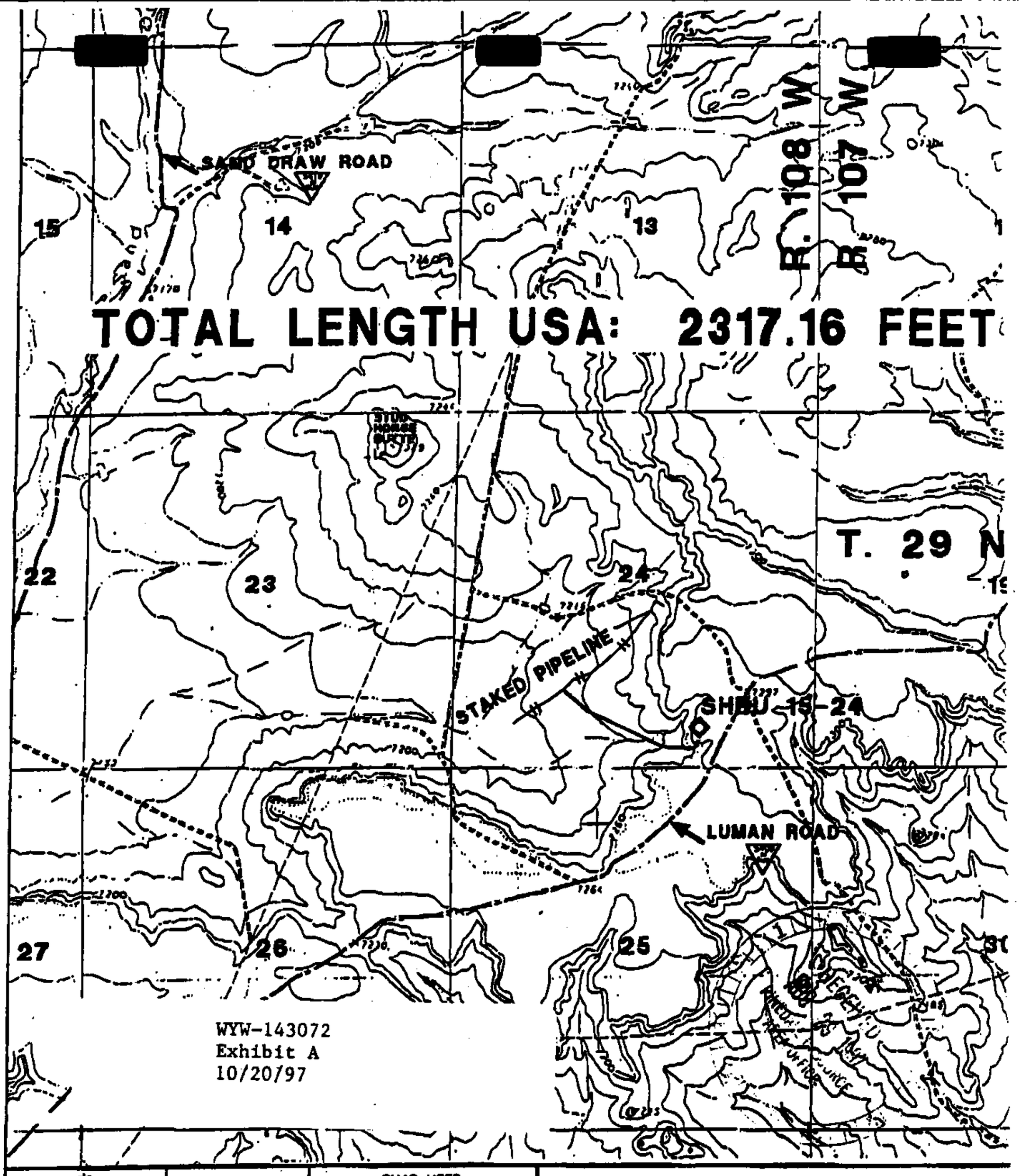
11/24/97
(Date)

(Signature of Authorized Officer)

ACTING Area Manager
(Title)

11/24/97
(Effective Date of Grant)

Attach


TOTAL LENGTH USA: 2317.16 FEET
SAND DRAW ROAD
R. 108 W.
R. 107 W.
15
14
13
T. 29 N.
22
23
24
STAKED PIPELINE
SHBU 15-24
LUMAN ROAD
27
26
25
WYW-143072
Exhibit A
10/20/97
EXISTING PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
REVISED 8/6/97
JOB No. 5124 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WYW-143072
Exhibit B
11/20/97
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 18, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Butte 15-24 Trunk Pipeline
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a westerly direction from the Stud Horse 15-24 well, located in the SE/4 Section 24, to a point in the Southeast quarter of Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel the proposed access road to the Stud Horse 7-24 well.

The total length of the right-of-way is approximately 2,317.16 feet, of which 2,317.16 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel, 0.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with

at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material

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shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized

encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

[redacted] [redacted] Grant
24-3175 [redacted]

WYW-143110
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143110

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of interest:

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a water well on public lands described as follows:

T. 29 N., R. 108 W.
section 21, SW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 50 feet long and contains 0.06 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269447

RECORDED Sept. 28 1998 10:35 A.M.
IN BOOK 109 OR PAGE 15
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

(over)

WYW-143110

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 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated October 30, 1997 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.

e. 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.

f. 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

11-5-97
(Date)

Jerlee D. Thom
(Signature of Authorized Officer)

Area Manager
(Title)

11/12/97
(Effective Date of Grant)

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 October 30, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

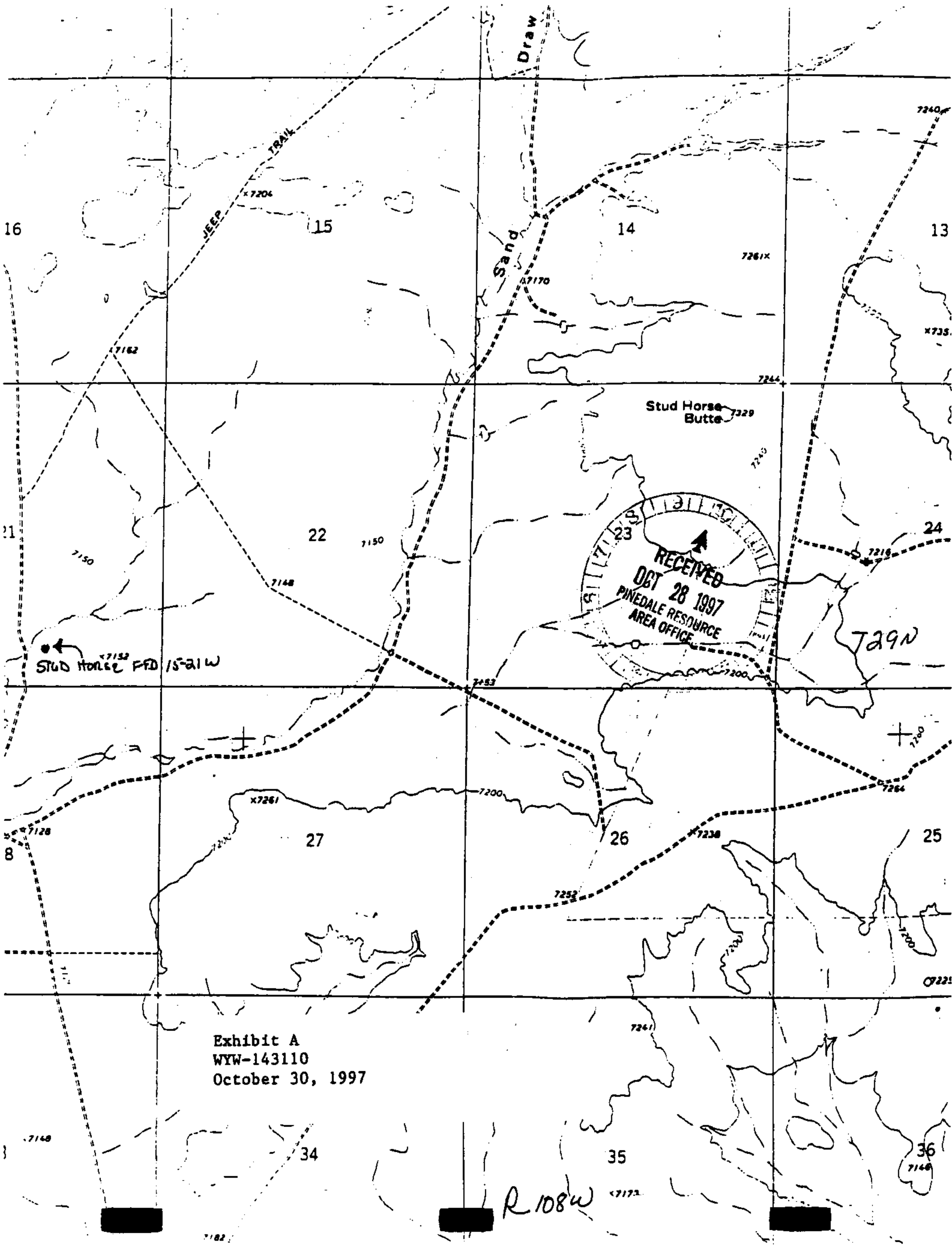


Exhibit A
WYW-143110
October 30, 1997

WY-31153

WYW-143111
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143111

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a water well on public lands described as follows:

   T. 29 N., R. 108 W.
   section 23, SW¼SW¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 50 feet long and contains 0.06 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269448

RECORDED Sept 28, 1998 10:35 AM
IN BOOK 109 OTG PAGE 19
FEES $16.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

(over)

WYW-143111

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 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated October 30, 1997 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.

e. 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.

f. 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

11-5-97
(Date)

Leslie A. Ellen
(Signature of Authorized Officer)

Area Manager
(Title)

11/12/97
(Effective Date of Grant)

RLCOS

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 October 30, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

Exhibit A
WYW-143111
October 30, 1997

2800
Serial No. WYW-143110
WYW-143111

DECISION: CATEGORY DETERMINATION
RIGHT-OF-WAY AND/OR TEMPORARY USE PERMITS UNDER
THE FEDERAL LAND POLICY MANAGEMENT ACT

The applicant shall submit with each application, a nonrefundable Processing Fee in the amount required by the following schedule. At your convenience, Monitoring Fees may also be paid at this time:

	Category	Processing Fee	*Monitoring Fee	Total
/xx	I	$ 125	$ 50	$ 175
/	II	$ 300	$ 75	$ 375
/	III	$ 550	$ 100	$ 650
/	IV	$ 925	$ 200	$1125
/	V	ACTUAL COSTS		

Rationale: All data necessary to authorize a use of public lands in order to comply with the National Enviromental Policy Act and other statutes are available in the Pinedale Resource Area Office. All other data is furnished by the applicant and no field examination is required. An arch clearance will be needed prior to processing this action. The POD must specifically discuss techniques for pipeline construction on all projects that parallel or cross existing roads or utilities. **Each application must pay the processing and monitoring fee.**

Determination made by: _____ October 30, 1997
Realty Specialist Date

If the application is significantly different from the information used to make this category determination, the application may be rejected.

Applicant's Name: Mountain Gas Resources
Project Name: Water wells - SHB 15-21 and SHF-#1
Legal Description: T. 34 N. R. 111 W.
Section(s): 23

This Decision is final for the purpose of appeal under 43 CFR 2804.1. Notwithstanding the pendency of an appeal, an application will not be accepted for processing without payment of the Processing Fee determined in Category , above.

Original to Applicant
Copy to accompany SF-299

STERN GAS RESOURCES, INC.

LOCATION LAYOUT FOR

STUD HORSE FEDERAL #13-23
SECTION 23, T29N, R108W, 6th P.M.
460' FSL 460' FWL

SCALE: 1" = 50'
DATE: 9-12-96
Drawn By: D.R.B.

Winds
Prevailing

C-0.5'
El. 55.9'

F-0.3'
El. 55.1'

Approx. Toe of Fill Slope

Proposed Access Road

GRADE
El. 55.4'

Access

Sta. 3+30

T-Paks & Dehydrators

210 Bbl Water Tank

2 - 300 Bbl Oil Tanks

FLARE PIT

NOTE:
Flare Pit is to be located a min. of 100' from the Well Head.

Anchor

Anchor

Anchor

C-0.4'
El. 55.8'

C-0.5'
El. 55.9'

Wellhead

Sta. 1+60

C-0.8'
El. 56.2'

El. 56.1'
C-10.7'
(btm. pit)

35'
10'
40'
75'

C-0.3'
El. 55.

Reclaimed & Reseeded

Reclaimed & Reseeded

Reserve Pit & Spoils Stock

10' WIDE BENCH

150'

SLOPE 1½ : 1

Pit Capacity With 2' of Freeboard is ±10,290 Bbls.

Sta. 0+15

Water Well Access

Sta. 0+00

El. 56.5'
C-11.1'
(btm. pit)

Water Well

El. 56.0'
C-1.2'

C-1.1'
El. 56.5'

Approx. Top of Cut Slope

C-1.1'
El. 56.5'

Elev. Ungraded Ground at Location Stake = 7155.9'

Elev. Graded Ground at Location Stake = 7155.4'

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (801) 789-1017

Sue [redacted] For [redacted] Files

WY-31755

WYOMING DEPARTMENT [redacted] ANSPORTATION

[redacted]

Form E-54
Revised 5-1-92

LICENSE Mountain Gas

THE WYOMING DEPARTMENT OF TRANSPORTATION, (hereinafter called the "Department") hereby grants a license

to Mountain Gas Resources, Inc. , (hereinafter called the "Licensee").

For the installation of Natural Gas Pipeline Bore
12" steel carring pipeline with 16" steel casing=.379 wall thickness

located in: Section 4 Township 30N Range 108W Route 351
Section ____ Township ____ Range ____ County Sublette
Section ____ Township ____ Range ____ Maintenance Section SB-06A
ACCESS CONTROLLED: Yes ____ No X MILE POST 19.3

upon the property the Department acquired for and/or utilized in the operation and maintenance of a state highway.

The Licensee hereby acknowledges and agrees as follows:

1. The facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Department. Placing the facility in a location other than originally approved without obtaining prior Department approval by submitting a revised "Exhibit A," may void the license.

2. Any future alterations, modifications, or removals of the facility within the highway right-of-way, required and requested by the Department, shall be completed without delay. Adjustments will be accomplished at no expense to the Department, unless otherwise provided for by law.

3. This license is issued pursuant to W.S. 1-26-813 and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Department. This permission is limited by the type of controlling interest held by the Department. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.

4. This license will not be modified, transferred, or assigned without the written consent of the Department. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.

5. The maintenance, use, inspection, and access to the facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the facility from the traveled ways of an access controlled road is hereby expressly forbidden.

6. Attached to this license is a plan sheet(s) labeled "Exhibit A", dated 8/20/97 , which clearly shows the facility's alignment, grade, vertical and horizontal clearances, type of material, operating pressure and/or capacity, land and highway milepost ties, as well as dimensions from the proposed facility to the roadway and/or right-of-way line, which by this reference is made a part thereof.

7. The Licensee agrees to the standards for traffic control as outlined in the Department's "**Traffic Control For Roadway Work Operations**" manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the State Traffic Engineer-Operations. The Licensee must cease all operations if he does not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Department's engineer for approval prior to starting any work on highway right-of-way.

8. The licensee agrees to forever indemnify the Department and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph

269449

RECORDED Sept. 28 1998 M 10:35A
IN BOOK 109 PAGE 25
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sexton

The Licensee hereby agrees to indemnify and hold harmless the Department against all loss, liability, and damage that arises out of any activities of the Licensee, it's agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Department's property.

Allegations or proof of negligence or other legal fault on the part of the Department will not defeat the Department's rights under this provision or relieve the Licensee, it's contractors, and agents of their duty to indemnify and hold harmless the Department. but the Department will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, it's contractors and agents to indemnify and hold harmless the Department will be reduced by the percentage of fault attributable to the Department.

Neither party to this agreement shall be taken to have waived their sovereign immunity by signing this agreement.

9. Specific construction considerations may be attached to this form by the Department. The Licensee agrees to incorporate the applicable requirements into the design of the facility and assures compliance with these requirements during the construction of the facility. Non-compliance will void this permit.

10. The Licensee is required to notify the Department in writing to cancel and/or nullify any issued license if the described facility is to be abandoned in place, will be removed, or will not be constructed. The Department will determine if abandonment in place will hinder the Department's future operations and if the facility must be removed at the time of abandonment.

11. This license will be null and void if construction of the described facility does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described facility is not in use for a period of eighteen (18) months or longer, and the licensee may be required to remove the facility.

12. Based upon the complexity, construction methods or other concerns, the Department may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Department's District Office will initiate an "Authority For Rendering Special Services (ARS)", as provided in Operation Policy 24-3, to cover such costs.

13. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301 through 37-3-306, titled Wyoming High Voltage Power Lines and Safety Restrictions Act, ,and the Licensee is further advised to comply with the provisions of W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Utilities Facilities.

14. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, other non-conventional methods will require specific prior approval by the Department's engineer.

15. District Stipulations:

The undersigned, Licensee/Owner of the facility, hereby accepts this License, subject to the terms and conditions stated herein.

LICENSEE/OWNER

Company Name: Mountain Gas Resources, Inc.

By: M. Lee Auk, Landman

Address: 12200 N. Pecos St.

Denver, CO 80234

Telephone No. 303/ 450-8431

Date: 10/22/97 [redacted]

WYOMING DEPARTMENT OF TRANSPORTATION

By: [signature] 10-27-97
District Engineer Date

By: [signature] 10/27/97
District Maintenance Engineer Date

[redacted]

[redacted] [redacted] [redacted]

UTILITY ENCROACHMENT CONSTRUCTION DETAILS

REFERENCE UTILITY LICENSE: 12 Inch Natural Gas Pipeline
UTILITY OWNER: Mountain Gas Resources, Inc.
LOCATION: Wyo. 351, Sublette County, Milepost 19.3

These stipulations apply to every License:

All disturbed areas are to be returned to their original condition. All surface debris, boulders, etc., as a result of construction activity, are to be cleaned up and removed from the right-of-way to the satisfaction of the respective Wyoming Department of Transportation maintenance foreman. The Licensee shall be responsible for any damage to the highway and appurtenances as a result of this installation, at any time such damage occurs.

Any change to the original intent of this License, due to some unforeseen circumstance, change in location, etc., must be approved in advance of actual work on a revised set of diagrams (Exhibit A) detailing the changes submitted in triplicate.

No permanent right-of-way is expressed or implied for this installation other than the right to encroach upon Wyoming Department of Transportation right-of-way for the purpose so stated.

The Licensee/Contractor is required to provide standard Wyoming Department of Transportation traffic control signing and flagmen at all times work is in progress within/on the right-of-way. Your attention is also directed to the Manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, Federal Highway Administration) with which compliance is required.

The following stipulations (as marked or indicated) apply specifically to this License:

☒ Minimum depth of placement to be thirty-six inches (36"). Depth for crossings to be thirty-six inches (36") below bottom of ditch or low point in crossing.

☒ Minimum depth of placement as shown is acceptable.

☒ All pedestals, vents, etc., to be brought up at the right-of-way line.

☒ Distance from the right-of-way line to the proposed installation to be held to (direct crossing only).

☐ Open trench method or plowing as proposed is acceptable.

☐ Wyoming Department of Transportation trenching requirements (attached) to be strictly adhered to.

☒ Backfill and compact daily, no open trenching to be left overnight, within reason.

☐ Crossing of interstate highway right-of-way will be made by dry boring, jacking, or mining from the toe of the roadway slope to the toe of the roadway slope of the opposite lane - outside to outside, and shall be encased from right-of-way line to right-of-way line.

☒ Crossing of state primary and secondary right-of-way and any paved approaches encountered along route of installation will be made by dry boring, jacking, or mining from a point no closer than 15 feet to the toe of slope or ditch to a like point on the other side of the roadway template.

☒ Casing type and detail are acceptable.

☐ Casing type and joints may be of any approved conduit construction and shall be capable of withstanding the load of the roadbed and traffic; shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under the roadway and/or right-of-way except at the ends of the casing where casing or conduit is left open. The casing or conduit shall be so installed as to prevent the formation of a waterway under the highway.

☐ Casing shall be installed with even bearing throughout its length and shall slope to one end. Casing ends shall be suitably protected against the entrance of foreign material which might prevent ready removal of the carrier pipe. The inside diameter of the casing shall be at least two inches greater than the largest outside diameter or the carrier pipe, joints, or couplings.

☒ The casing requirement is waived if that portion of the carrier pipe traversing the right-of-way has substantially increased wall thickness and quality than normally being used thereby alleviating the need for encasement.

☒ After utility has been placed, promptly backfill and compact to grade at 95% density and immediately replace the surfacing or surface courses disturbed during construction. Necessary arrangements for surfacing materials shall be made in advance of the work so as to avoid delay in returning the surfacing to original condition.

☐ Contract to stipulate and advise your contractor that no more than 10 days shall elapse from day of initial pavement cut until the repair is complete and in accordance with all stipulations of record, to include necessary concrete and hot plant mix properly in place, at any given location.

☐ Manholes to be located at natural ground elevation so as to not present an obstruction in the right-of-way.

☐ Wyoming Department of Transportation inspector required - cost to be born by the Licensee.

☒ Reseed in accordance with standard Wyoming Department of Transportation specifications.

☒ Subsequent leakage of any ditches breached by/for this installation which results in damage to the roadway and/or appurtenances or results in drainage problems on the right-of-way are the responsibility of the Licensee and will be promptly and satisfactorily repaired upon notification to do so by the Wyoming Department of Transportation.

E-54D
5/96 [redacted] [redacted] [redacted]

ATTACHMENT TO LICENSE

FUTURE LOCATING
OF
LICENSED BURIED FACILITIES

The licensee agrees to locate and mark the facility being licensed in the following manner:

A. The utility company or facility owner, as a condition of approval for the attached license, agrees to locate the facility identified by this license, when needed by the Department for future construction and maintenance activities. This information will be the basis of plans prepared by the Department for use by the Department and the Department's contractors. If relocation of the identified facility is necessary to aid the Department's work, reimbursement will be as provided for by law.

B. Location information will include the marking of the facility on the ground, as specified by W.S. 37-12-301 *et seq.*, with the appropriate color. Location information will also include the ***nature and elevation*** of the facility. For each location, the utility shall be tied both horizontally and vertically, by coordinates, to a datum determined by the Department and certified by a licensed surveyor. The information will be shown on plans created by the utility company or facility owner. A copy of the plans will be sent to the Department's Utilities Office in Cheyenne. Costs associated with identifying and locating the facilities will be the responsibility of the utility company or facility owner on Department right-of-way.

LICENSEE/OWNER

M. Sue Park
for Mountain Gas Resources, Inc.

Company: _____

Date: 10/22/97

(information must be the same as shown on form E-54)

ATTACHMENT TO LICENSE
FOR
CONTRACTOR INSURANCE

The Owner agrees that the contract it lets for the construction of said Facility shall provide that:

A. The contractor or Owner shall indemnify and save harmless the State and the Owner from all claims, suits, losses, damages or expenses, whatsoever, on account of injuries to or death of any and all persons whomsoever, including the Contractor, Subcontractors, employees of the Contractor, Subcontractor, State, and Owner, and any and all damage to, loss, or destruction of property to whomsoever it belongs, including property owned by, rented to, or in the care, custody or control of the parties hereto, the Contractor, Subcontractors and their employees, arising or growing out of, or in any manner connected with work performed during construction of the Facility, or caused or occasioned in whole or in part by reason of, or arising during the presence of the person or of the property of the Contractor, Subcontractors, their employees or agents, upon or in the proximity of the property of the State or the Owner. And the Contractor shall defend at its own expense, in the name and on behalf of the State and the Owner, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work performed during construction of the Facility.

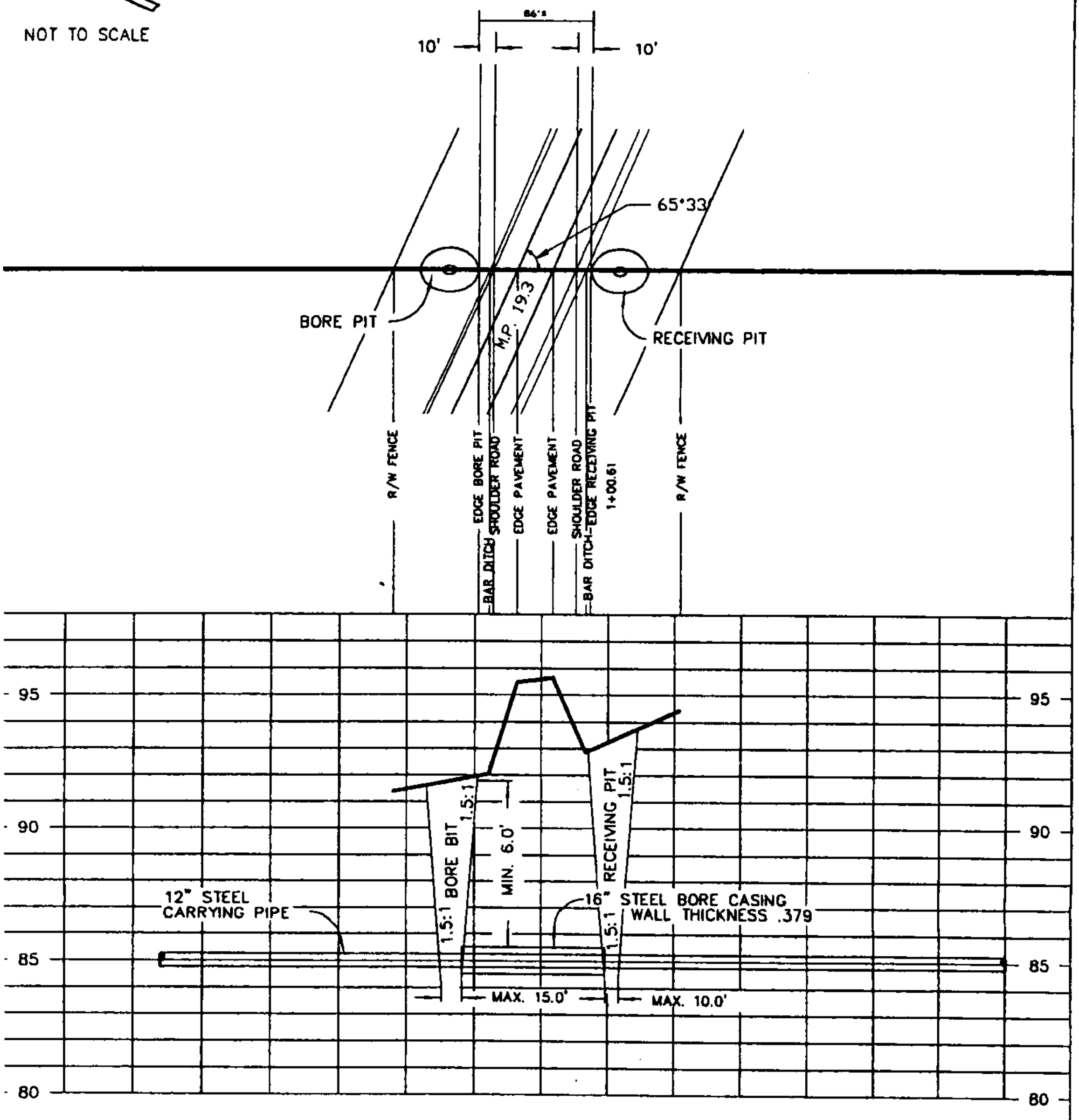
B. The Owner agrees to furnish to the State a certified copy of the Owner's Contractors public liability and property damage liability insurance policy providing for a limit of not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total of not less than One Million Dollars ($1,000,000) for all damages to or destruction of property during the contract period.

Said certified copy of the policy shall be executed by a corporation qualified to write the same in the State of Wyoming, and said certificate of insurance shall be delivered to and approved by the State prior to entry upon and use of the State's highway right-of-way by the Owner or the Owner's contractor.

The insurance herein specified shall be carried until all work to be performed under the terms of the contract has been satisfactorily completed and accepted by the Owner and the State.

If unusual circumstances or hazards are caused by the Owner's work on the highway right-of-way, the State reserves the right to require insurance coverage in higher amounts.

NOT TO SCALE



NOT TO SCALE

PREPARED BY:
D.R. GRIFFIN AND ASSOCIATES, INC.
P.O. BOX 1059 (307)362-5028
ROCK SPRINGS, WYOMING 82902

JOB NO. 5241 DATE: 8/20/97

PREPARED FOR:
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234

"EXHIBIT A"

BORE CROSSING OF WYOMING 351
AT MILE POST 19.3
SECTION 4, T. 30 N., R. 108 W.
SUBLETTE COUNTY, WYOMING

32

Drawer

WYW-140687
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140687

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Western Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

T. 29 N., R. 108 W.
section 23, SE¼SW¼, SW¼SE¼;
section 26, NE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 30 feet wide, 2,310 feet long and contains 1.6 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269450

RECORDED Sept. 28, 1998 10:35A
IN BOOK 109 DEC PAGE 32
FEES $10.00 M. L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

(over)

WI-30551

[redacted] [redacted] [redacted]

WYW-140687

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 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit A, dated July 21, 1997 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.

e. 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.

f. 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.

g. No surface disturbing activities shall take place on the subject right-of-way until the associated APD is approved. The holder will adhere to special stipulations in the Surface Use Program of the approved APD, relevant to any right-of-way facilities.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Saetack
(Signature of Holder)

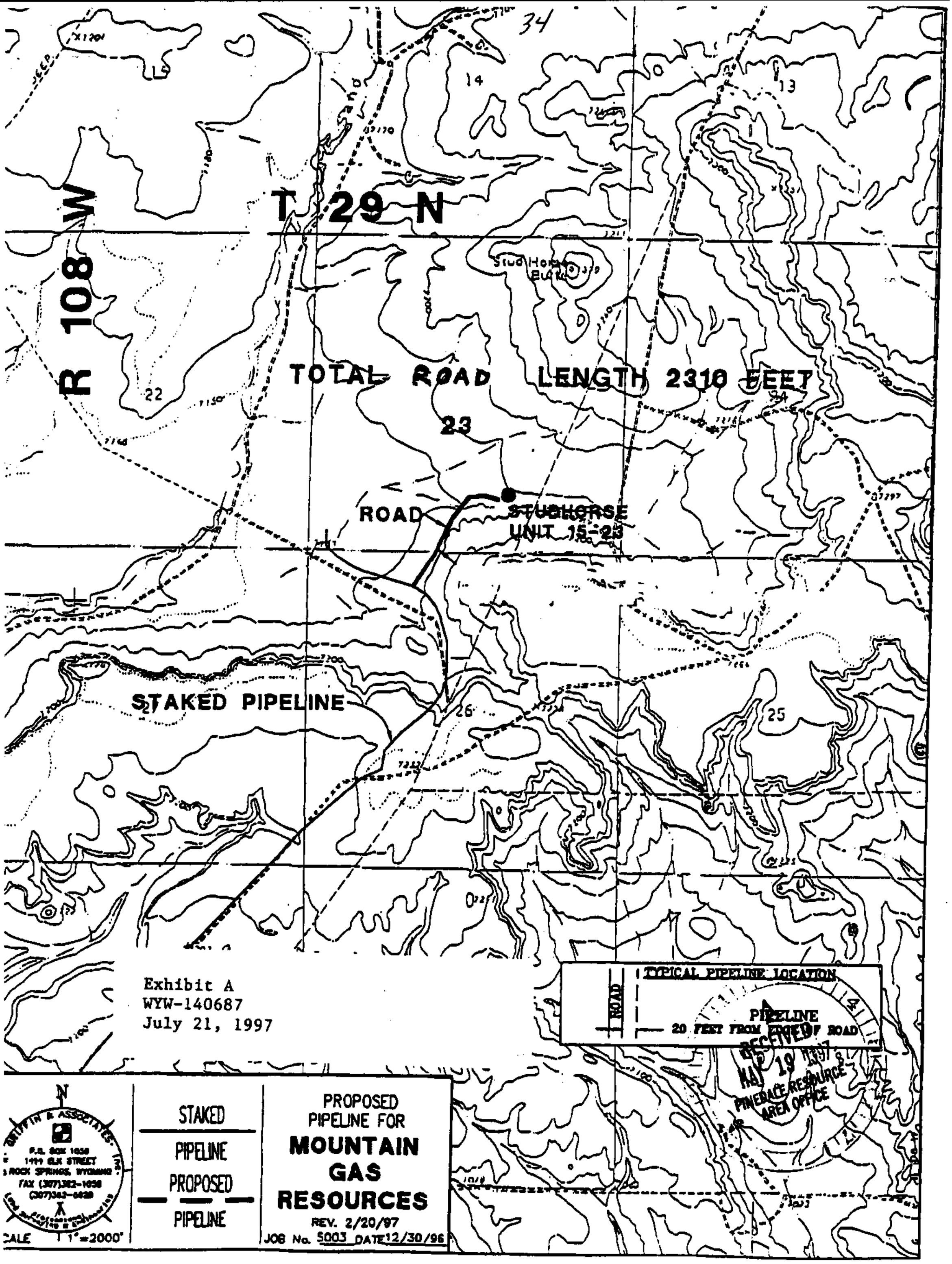
7/23-97 Landman
(Title)

7/23/97
(Date)

Leslie A. Theiss
(Signature of Authorized Officer)

Area Manager
(Title)

7/25/97 DEPOS
(Effective Date of Grant)


T. 29 N.
108 W.
TOTAL ROAD LENGTH 2310 FEET
ROAD
STUDHORSE UNIT 15-23
STAKED PIPELINE
Exhibit A
WYW-140687
July 21, 1997
TYPICAL PIPELINE LOCATION
ROAD
PIPELINE
20 FEET FROM EDGE OF ROAD
RECEIVED
MAY 19 1997
PINEDALE RESOURCE AREA OFFICE
GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1038
1499 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1058
(307)362-6028
SCALE 1"=2000'
STAKED PIPELINE
PROPOSED PIPELINE
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
REV. 2/20/97
JOB No. 5003 DATE 12/30/96

TOTAL P.02

[redacted] [redacted] WY-32 [redacted]

WYW-143078
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143078

---

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 11, SE¼SE¼;
section 12, SW¼SW¼;
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,588.85 feet long and contains 1.8 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269451

RECORDED Sept. 28 1998 10:35AM
IN BOOK 109 D+G PAGE 35
FEES $ 11.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

6V4V3

WYW-143078

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 October 27, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

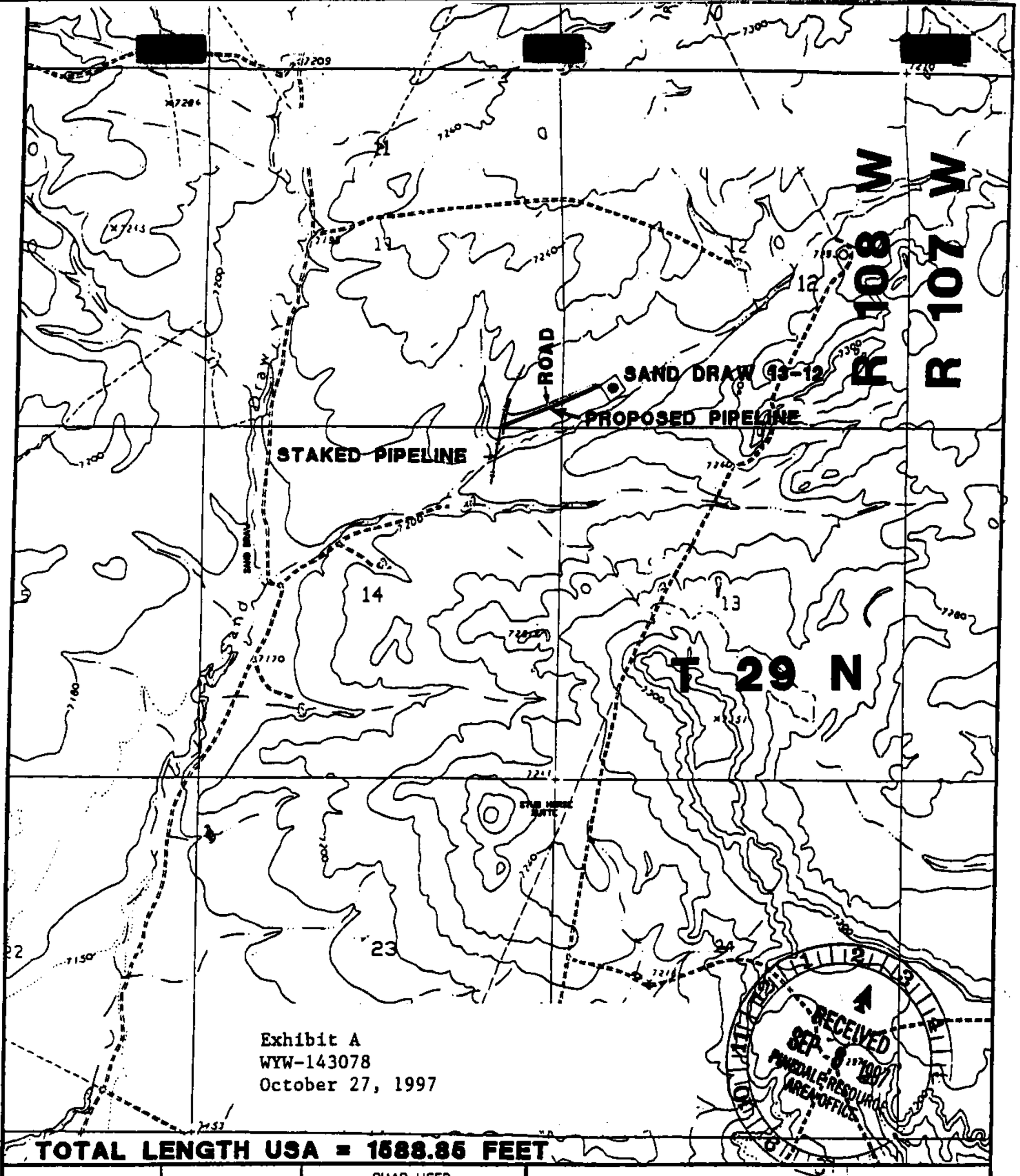
10/28/97
(Date)

Linda A. Rhein
(Signature of Authorized Officer)

Area Manager
(Title)

10/28/97
(Effective Date of Grant)

[redacted]


108 W
107 W
ROAD
SAND DRAW 33-12
PROPOSED PIPELINE
STAKED PIPELINE
T 29 N
R
SAND DRAW
STUD HORSE BUTTE
14
13
23
12
10
RECEIVED
SEP - 8 1997
PINEDALE RESOURCE AREA OFFICE
Exhibit A
WYW-143078
October 27, 1997
TOTAL LENGTH USA = 1688.86 FEET
GRIFFIN & ASSOCIATES, Inc.
P.O. BOX 1059
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1056
(307)382-5028
Professional Land Surveyors
PROPOSED
PIPELINE
STAKED
PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
JOB NO. 5332
DATE 8/15/97
PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

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 October 27, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

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 October 28, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

WYW-143078

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 October 27, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park	
(Signature of Holder)	(Signature of Authorized Officer)
Landman	Area Manager
(Title)	(Title)
10/28/97	
(Date)	(Effective Date of Grant)

[redacted] [redacted] UY-3342.0 [redacted]

WYW-143425
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143425

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
12200 N Pecos St.
Denver, CO 802343439

receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline on public lands described as follows:

T. 29 N, R. 108 W.
section 8, SW¼,NE¼
6th, PM, Sublette County, Wyoming

10.

b. The right-of-way or permit area granted herein is 50 feet wide, 177.83 feet long and contains .204 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269452

RECORDED Sept. 28 1998 10:35 AM
IN BOOK 109 OTG PAGE 41
FEES $ 14.00 M L Luce COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WYW-143425

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 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit A, dated May 1,1998 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.

e. 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.

f. 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.

g. No surface disturbing activities shall take place on the subject right-of-way until the associated APD is approved. The holder will adhere to special stipulations in the Surface Use Program of the approved APD, relevant to any right-of-way facilities.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Acting Area Manager (Title)
5/8/1998 (Date)	5/12/98 (Effective Date of Grant)

2801 - RIGHTS-OF-WAY MANAGEMENT
Determing CY 1998 Rent Under Rental Schedule
Roads, Ditches, Canals, Oil & Gas, Other Energy Pipelines

USE FOR CALENDAR YEAR 1998 ONLY

Serial No.: WYW-143425
Date of Determination: 05/01/98
Employee: Tracy Hoover

										(1999-2003)		
Zone 2	0.204	acres	X	$6.97	=	$1.42	X	5 years	=	$7.11
Zone 4		acres	X	$20.93	=	$0.00	X	5 years	=	$0.00

12 month total	$1.42	TOTAL OWED	$8.06
Times part year factor **	0.6667	thru 12/31/2003	
Total for part year	$0.95		

** Part year factors are:

12 months	1.0000
11 months	0.9167
10 months	0.8333
9 months	0.7500
8 months	0.6667
7 months	0.5833
6 months	0.5000
5 months	0.4167
4 months	0.3333
3 months	0.2500
2 months	0.1667
1 month	0.0833

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 April 28, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. No surface disturbing activities shall take place on the subject right-of-way until the associated APD is approved. The holder will adhere to special stipulations in the Surface Use Program of the approved APD, relevant to any right-of-way facilities.

9. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

10. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important raptor nesting habitat.

    Any exceptions to this requirement must have prior written approval from the authorized officer.

page 45
Was Duplicated

T 29 N

R 108 W

GOBBLERS KNOB
FED #4

PROPOSED
PIPELINE

EXISTING
PIPELINE

TOTAL LENGTH: 177.83'
APPARENT OWNER: USA

Wild Horse Reservoir

Exhibit A
WYW-143425
May 1, 1998

QUADS USED
GOBBLERS KNOB
OLSEN RANCH
SUGAR LOAF NE
STUD HORSE BUTTE

2000 0 2000

SCALE 1"=2000'

PROPOSED
PIPELINE

PROPOSED
PIPELINE FOR
MOUNTAIN GAS RESOURCES

JOB No. 5389 DATE 12/22/97

GRIFFIN & ASSOCIATES, INC.
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1058
(307)362-6028

Wy-20721

WYW-144705
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-144705

---

1. A right-of-way is 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:

   Mountain Gas Resources, Inc.
   P.O. Box 100
   Green River, WY 82935

   receives a right to construct, operate, maintain, and terminate a 4" buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   Section 23
   6thPM, Sublette County, Wyoming

   4.535

   b. The right-of-way or permit area granted herein is 50 feet wide, 74.78 feet long and contains .085 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269453

RECORDED Sept 28, 1998 10:35 AM
IN BOOK 109 Pg 46 PAGE 46
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

WYW-144705

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.

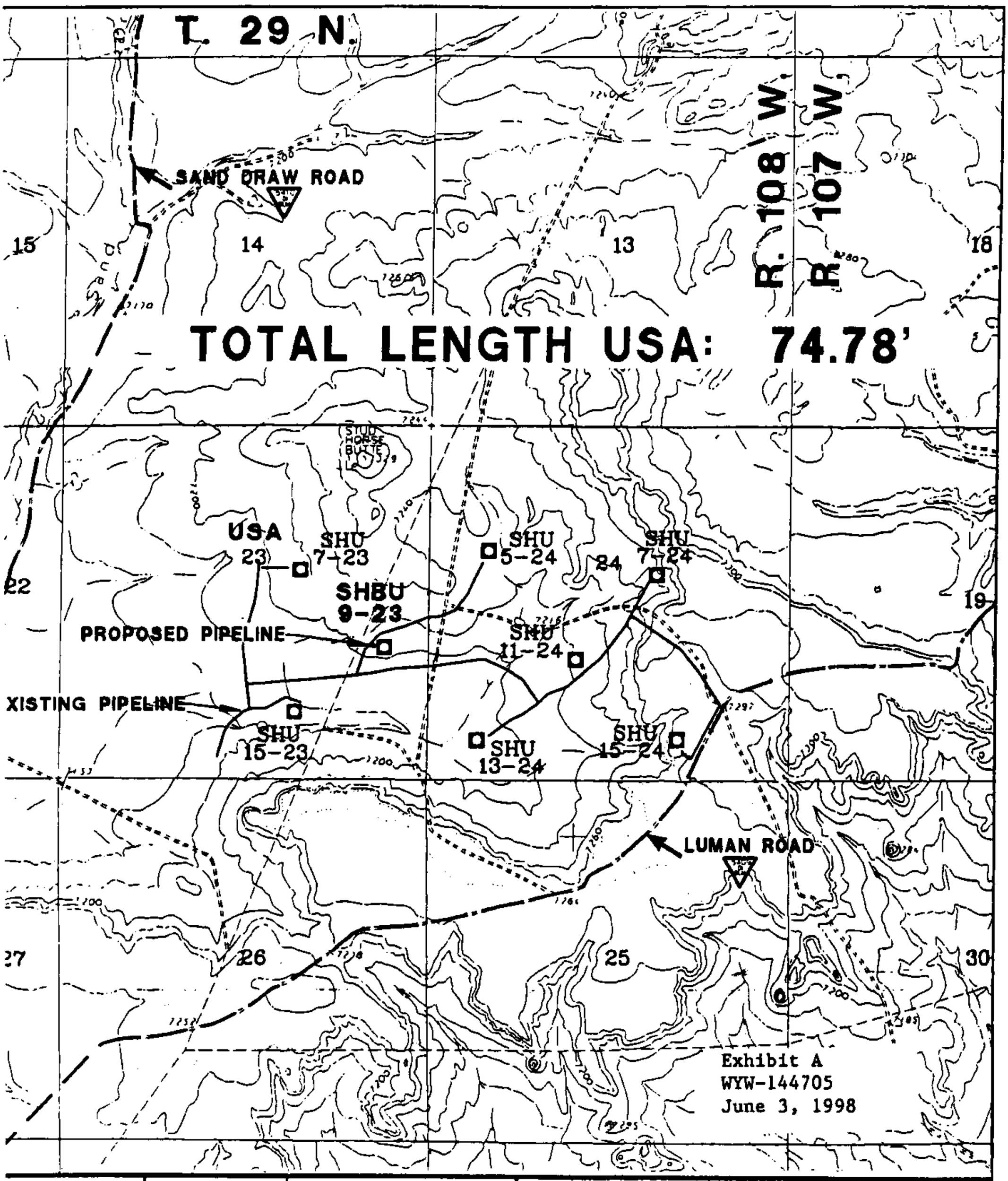
c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated June 3, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Area Manager (Title)
6/3/98 (Date)	6/3/98 (Effective Date of Grant)


T. 29 N.
R. 108 W.
R. 107 W.
SAND DRAW ROAD
15
14
13
18
TOTAL LENGTH USA: 74.78'
STUD HORSE BUTTE
USA 23
SHU 7-23
SHU 5-24
SHU 7-24
24
22
19
SHBU 9-23
PROPOSED PIPELINE
SHU 11-24
XISTING PIPELINE
SHU 15-23
SHU 13-24
SHU 15-24
LUMAN ROAD
27
26
25
30
Exhibit A
WYW-144705
June 3, 1998
N
GRIFFIN & ASSOCIATES, INC.
SUITE 202
1440 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1056
(307)382-5028
EXISTING PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
REVISED: 05/18/98
SCALE 1"=2000'
JOB No. 5123 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

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 June 2, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

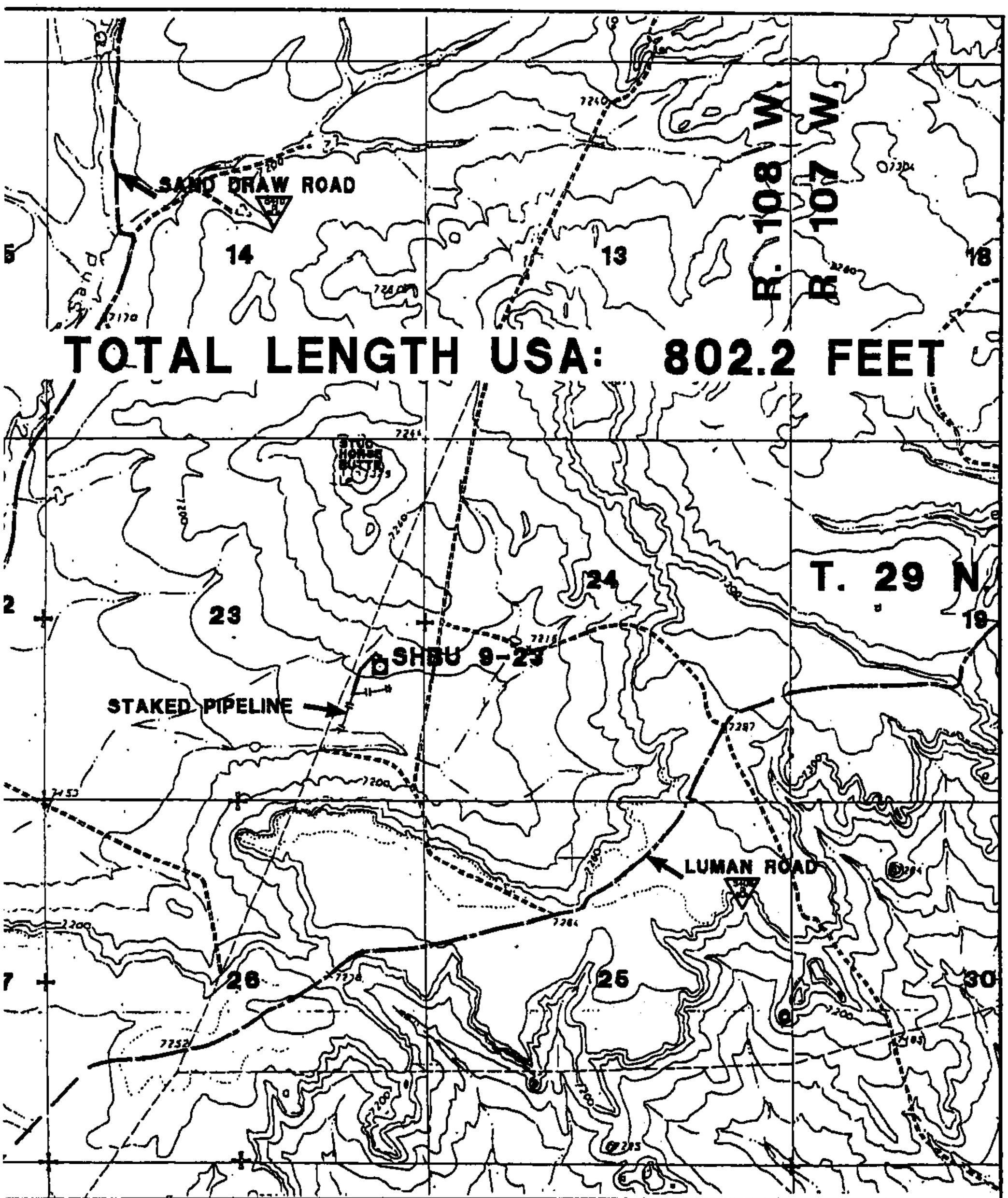
8. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.**

   Any exceptions to this requirement must have prior written approval from the authorized officer.

9. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

10. **The holder shall seed all disturbed areas using certified, weed-free seed.**

11. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**


SAND DRAW ROAD
14
13
R. 108 W.
R. 107 W.
18
TOTAL LENGTH USA: 802.2 FEET
STUD HORSE BUTTE
24
T. 29 N.
19
23
SHBU 9-23
STAKED PIPELINE
LUMAN ROAD
26
25
30
STAKED PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
REVISED 6/4/97
SCALE 1"=2000'
JOB No. 5123 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WYW-143416
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143416

1. A right-of-way is 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:

Mountain Gas Resources, Inc.
12200 N. Pecos Street
Denver, CO 80234

receives a right to construct, operate, maintain, and terminate a 4" buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
Section 12, S½NW¼, NE¼SW¼
6th PM, Sublette County, WY

13

b. The right-of-way or permit area granted herein is 50 feet wide, 2,192 feet long and contains 2.5 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269454

RECORDED Sept. 28 1998 10:35 a.m.
IN BOOK 109 Of 6 PAGE 52
FEES $16.00 M L Lyford COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

52

WYW-143416

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.

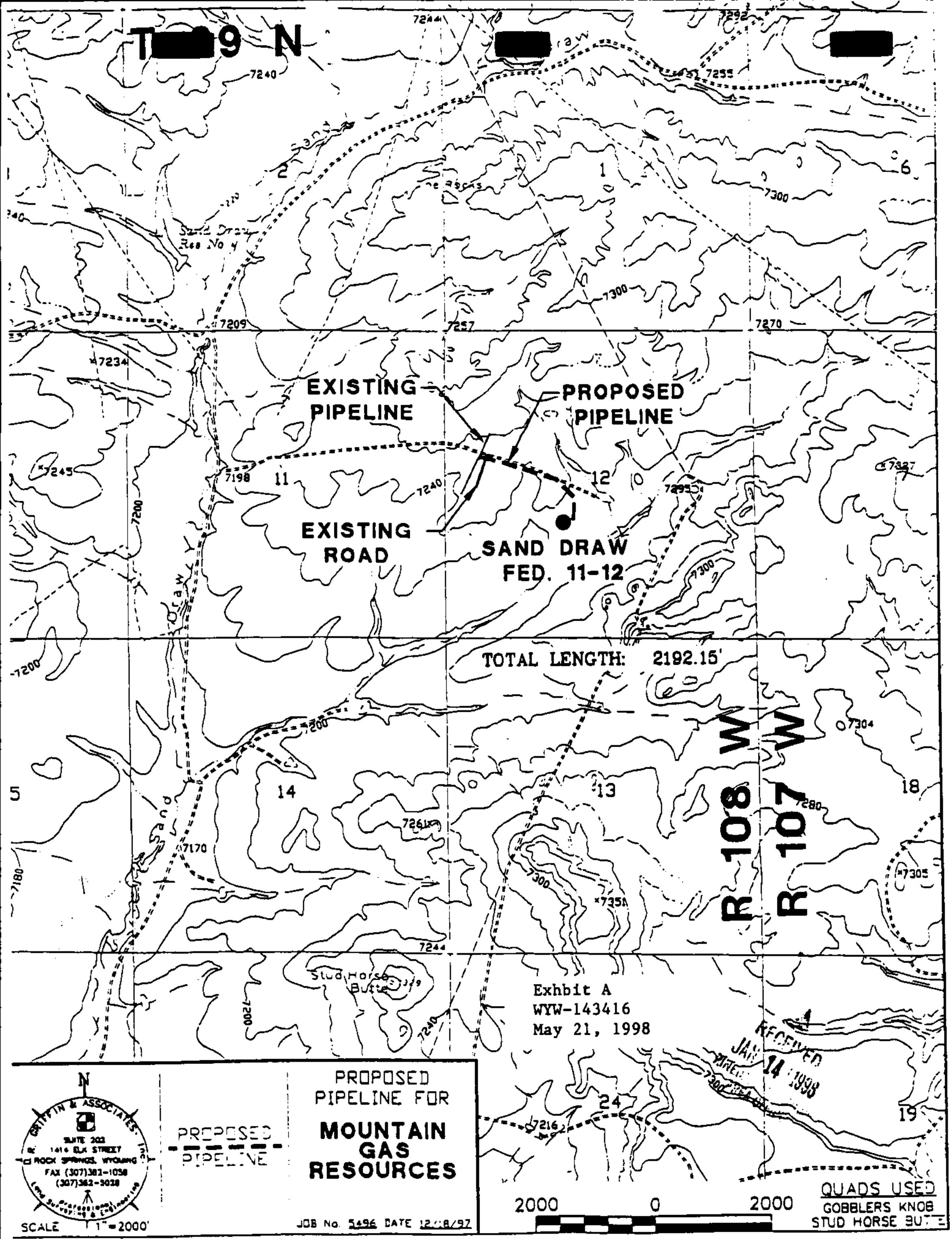
c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated May 21, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Area Manager (Title)
6/4/98 (Date)	6/8/98 (Effective Date of Grant)


T 9 N
R 108 W
R 107 W
EXISTING PIPELINE
PROPOSED PIPELINE
EXISTING ROAD
SAND DRAW FED. 11-12
TOTAL LENGTH: 2192.15'
Sand Draw Res No 4
Stud Horse Butte
Exhbit A
WYW-143416
May 21, 1998
RECEIVED
JAN 14 1998
GRIFFIN & ASSOCIATES
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1058
(307)382-3028
PROPOSED PIPELINE
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
SCALE 1" = 2000'
JOB No. 5496 DATE 12/18/97
2000 0 2000
QUADS USED
GOBBLERS KNOB
STUD HORSE BUTTE

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 May 21, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. **Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.**

8. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way.** Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished.

9. The holder shall seed all disturbed areas using certified, weed-free seed.

10. No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.

11. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

12. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 to protect important raptor nesting habitat.

    Any exceptions to this requirement must have prior written approval from the authorized officer.

T 29 N

R 108 W

R 107 W

EXISTING PIPELINE

PROPOSED PIPELINE

EXISTING ROAD

SAND DRAW FED. 11-12

TOTAL LENGTH: 2192.15'

Sand Draw

The Rocks

Draw

Sand Draw Res No 4

Stud Horse Butte

N

GRIFFIN & ASSOCIATES, INC.
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1066
(307)362-5028
Land Surveying & Engineering
Professional

SCALE 1" = 2000'

PROPOSED PIPELINE

PROPOSED PIPELINE FOR

MOUNTAIN GAS RESOURCES

JOB No. 5496 DATE 12/18/97

2000 0 2000

QUADS USED
GOBBLERS KNOB
STUD HORSE BUTTE

[redacted] [redacted] [redacted]

WYW-143424
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143424

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest: **269455**

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

RECORDED Sept 28, 1998 10:35 A.M.
IN BOOK 109 OR 6 PAGE 58
FEES $14.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 4, SW¼SE¼;
section 8, S½NE¼, SE¼NW¼, E½SW¼, SW¼SW¼;
section 9, NW¼NE¼, N½NW¼;
section 11, NW¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 10,813.94 feet long and contains 12.4 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

(over)

UT-932500

WYW-142315

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 June 15, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

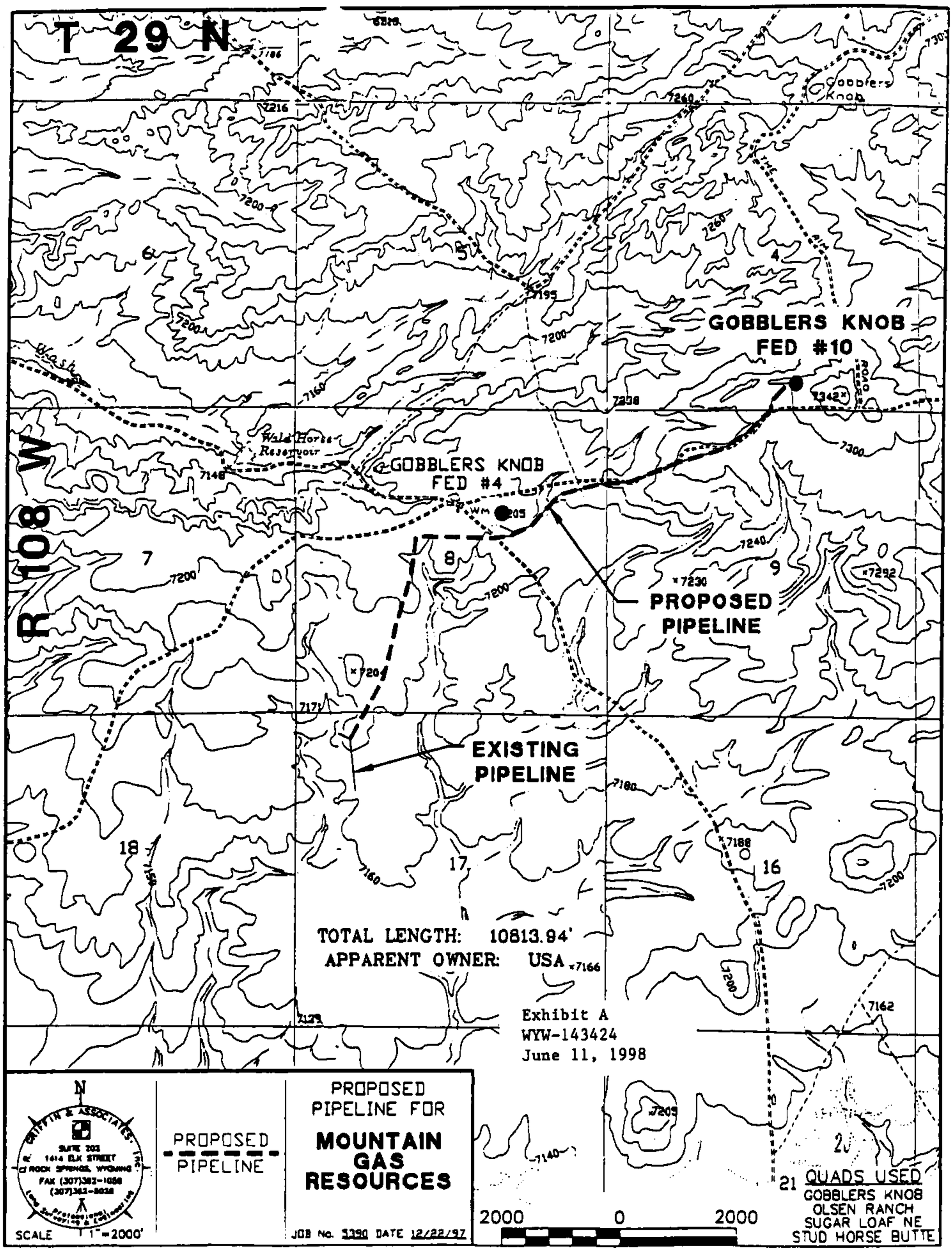
Right-of-Way Agent
(Title)

June 16, 1998
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

June 16, 1998
(Effective Date of Grant)


T 29 N
R 108
GOBBLERS KNOB
FED #10
GOBBLERS KNOB
FED #4
PROPOSED
PIPELINE
EXISTING
PIPELINE
Wild Horse
Reservoir
Gobblers
Knob
Wash
ROAD
7216
7200
7195
7160
7238
7342
7300
7148
7205
7240
7230
7292
7171
7180
7188
7166
7162
7209
7140
7129
TOTAL LENGTH: 10813.94'
APPARENT OWNER: USA
Exhibit A
WYW-143424
June 11, 1998
GRIFFIN & ASSOCIATES, INC.
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1058
(307)382-8028
SCALE 1" = 2000'
PROPOSED
PIPELINE
PROPOSED
PIPELINE FOR
MOUNTAIN
GAS
RESOURCES
JOB No. 5390 DATE 12/22/97
2000 0 2000
QUADS USED
GOBBLERS KNOB
OLSEN RANCH
SUGAR LOAF NE
STUD HORSE BUTTE

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 hereaffer 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 June 10, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. **Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities.** Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. **An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.**

9. **A certified archaeologist will be on site at all times during construction. Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.**

10. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important grouse nesting habitat..**

    Any exceptions to this requirement must have prior written approval from the authorized officer.

11 **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

12. **The holder shall seed all disturbed areas using certified, weed-free seed.**

13. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

WYW-142348
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142348

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 23, NE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 250 feet long and contains 0.3 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269456

RECORDED Sept. 28, 1998 10:35 am
IN BOOK 109 Off PAGE 63
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

(over)

[redacted] [redacted] [redacted]

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 June 15, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

Right-of-Way Agent
(Title)

June 16, 1998
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

June 16, 1998
(Effective Date of Grant)

WYW-142348
Exhibit B
June 15, 1998
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 June 15, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

Over

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

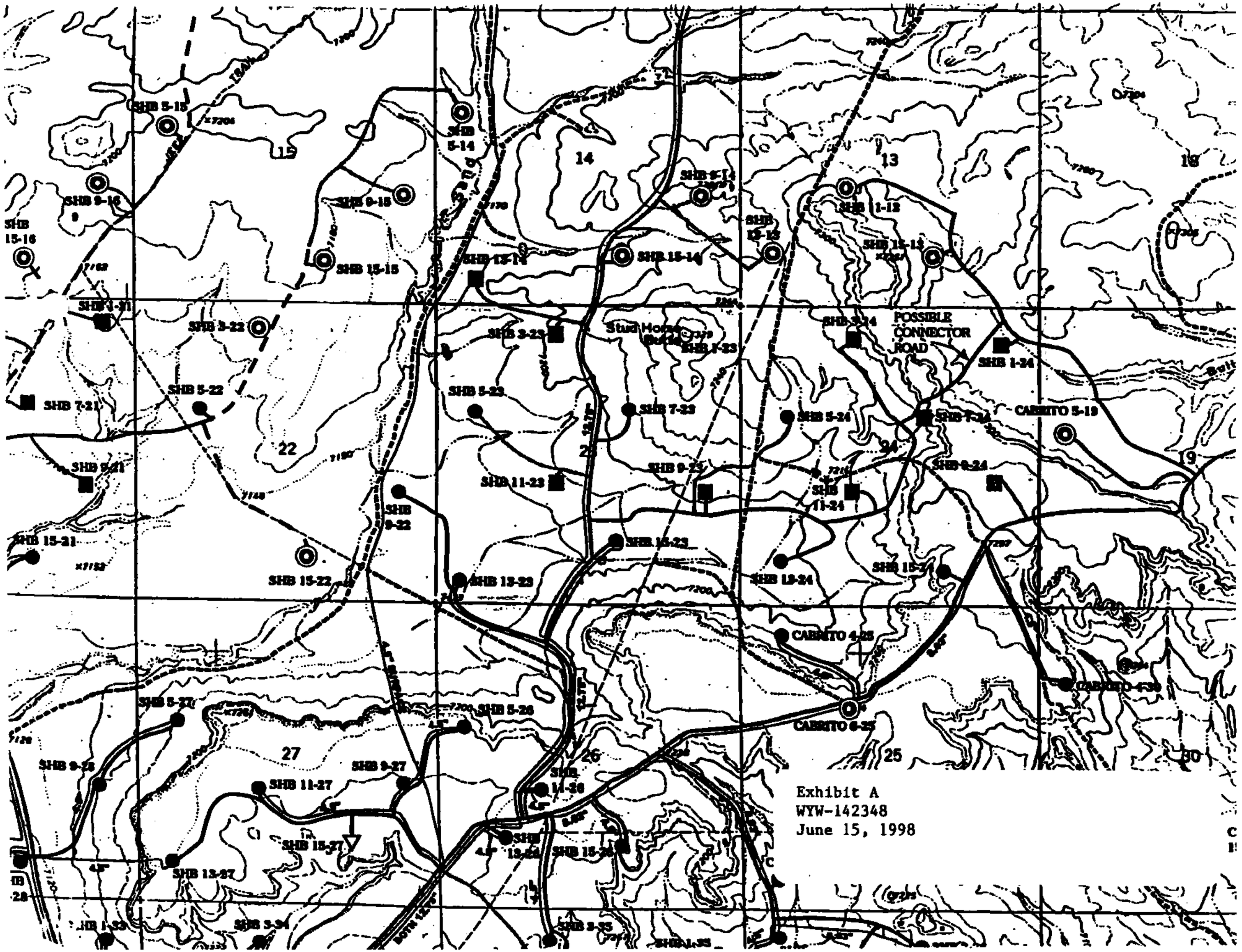
8. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

9. **The holder shall seed all disturbed areas using certified, weed-free seed.**

10. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

11. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.**

    Any exceptions to this requirement must have prior written approval from the authorized officer.


SHB 5-15
SHB 9-16
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SHB 15-23
SHB 13-23
Stud Horse Camp
SHB 1-23
SHB 3-24
POSSIBLE CONNECTOR ROAD
SHB 1-24
SHB 5-24
SHB 7-24
SHB 9-24
SHB 11-24
SHB 13-24
SHB 15-24
CABRITO 5-19
CABRITO 4-25
CABRITO 6-25
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SHB 11-26
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SHB 15-26
SHB 1-35
SHB 3-34
SHB 5-35
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Exhibit A
WYW-142348
June 15, 1998

WYW-143418
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143418

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 12, E½NW¼, SW¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,376.09 feet long and contains 1.6 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269457

RECORDED Sept. 28, 1998 10:35 AM
IN BOOK 109 D46 PAGE 68
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

over

68

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 June 15, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right-of-Way Agent (Title)	Area Manager (Title)
June 16, 1998 (Date)	June 16, 1998 (Effective Date of Grant)

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 June 15, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.

9. The holder shall seed all disturbed areas using certified, weed-free seed.

10. No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time,

11. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.

    Any exceptions to this requirement must have prior written approval from the authorized officer.

12. A certified archaeologist will be on site at all times during construction. Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.

13. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

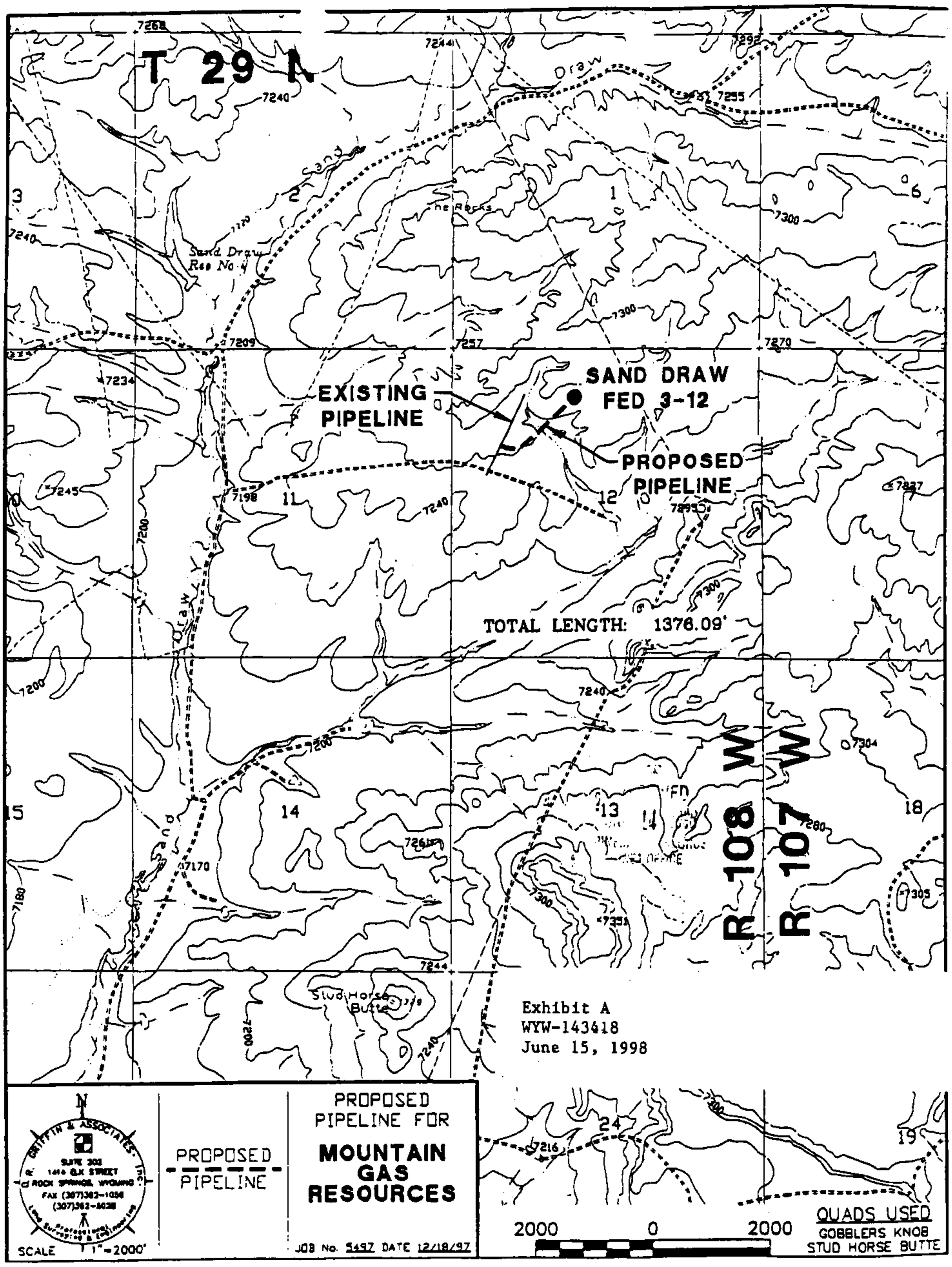


Exhibit A
WYW-143418
June 15, 1998

WYW-142315
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142315

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 14, SW¼SW¼;
section 23, N½NW¼.
6th PM, Sublette County, Wyoming

15

b. The right-of-way or permit area granted herein is 50 feet wide, 2,553.55 feet long and contains 2.9 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269458

RECORDED Sept 28, 19 98 10:35 AM
IN BOOK 109 O+G PAGE 73
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

(over)

[redacted] [redacted] [redacted]

WYW-142315

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 June 15, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[redacted]
(Signature of Holder)

Right-of-Way Agent
(Title)

June 16, 1998
(Date)

[redacted]
(Signature of Authorized Officer)

Area Manager
(Title)

June 16, 1998
(Effective Date of Grant)

WYW-142315
Exhibit B
June 15, 1998
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 June 15, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

   Construction with frozen ground material or during perioas when the soil material is saturated, frozen, or when watershed damage is likely to occur.

(over)

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

9. **The holder shall seed all disturbed areas using certified, weed-free seed.**

10. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

11. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.**

    Any exceptions to this requirement must have prior written approval from the authorized officer.

12. **A certified archaeologist will be on site at all times during construction. Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.**

13. **An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.**

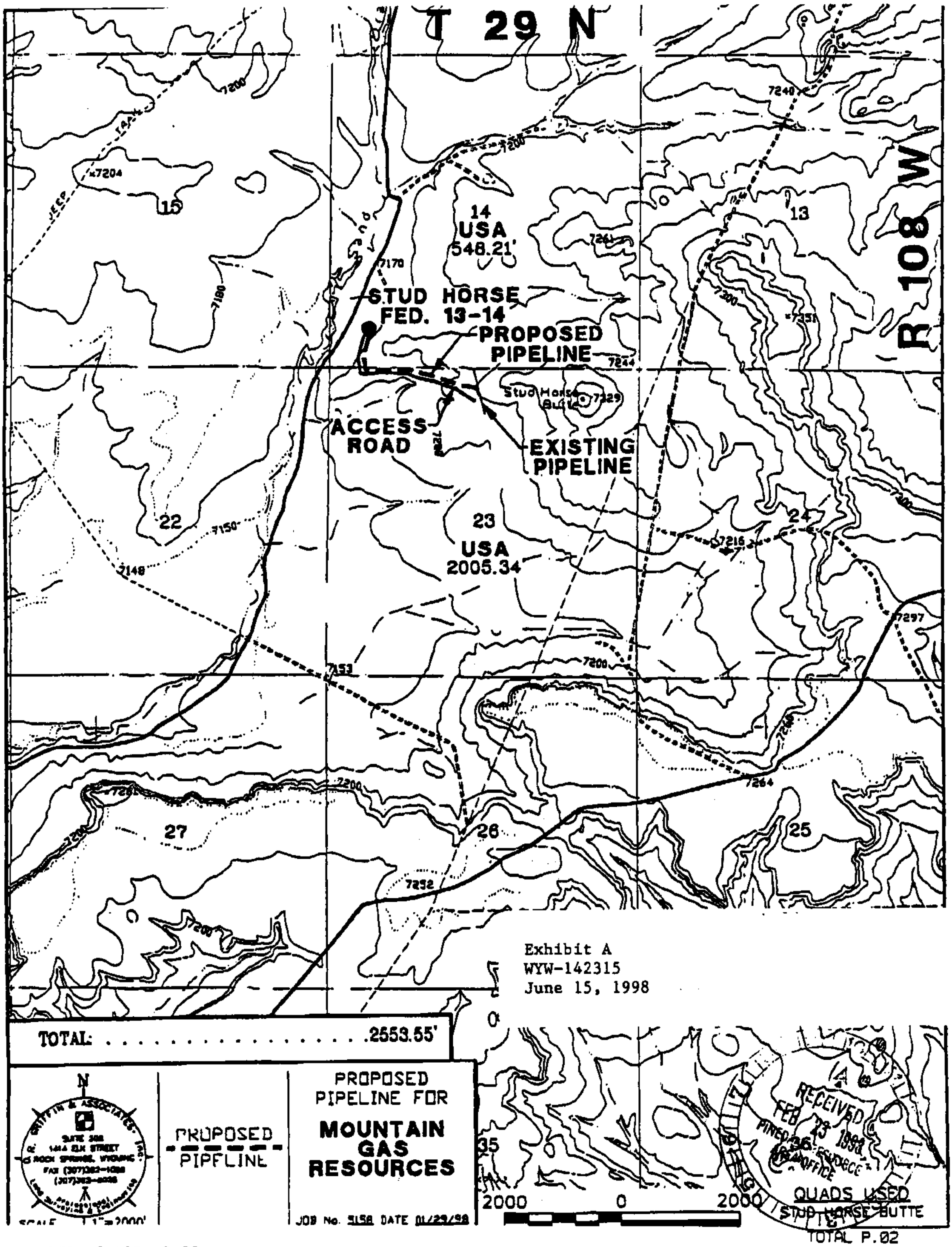


Exhibit A
WYW-142315
June 15, 1998

TOTAL: . . . . . .2553.55'

N

GRIFFIN & ASSOCIATES, INC.
SUITE 308
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-6026

SCALE 1"=2000'

PROPOSED
PIPELINE

PROPOSED
PIPELINE FOR
MOUNTAIN GAS RESOURCES

JOB No. 3158 DATE 01/29/98

[redacted] [redacted] [redacted]

WYW-144717
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-144717

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1. A right-of-way is 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:

   Mountain Gas Resources
   12200 N. Pecos Street
   Denver, CO 80234

   receives a right to construct, operate, maintain, and terminate a 6" natural gas pipeline, on Federal lands described as follows:

   T 29 N., R. 108 W.
   Section 23 NE¼SW¼
   6th PM, Sublette County, Wyoming

   15.15

   b. The right-of-way or permit area granted herein is 50 feet wide, 250 feet long and contains .286 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269459

RECORDED Sept. 28 1998 10:36AM
IN BOOK 109 OR 6 PAGE 78
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

WY-B-551

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.

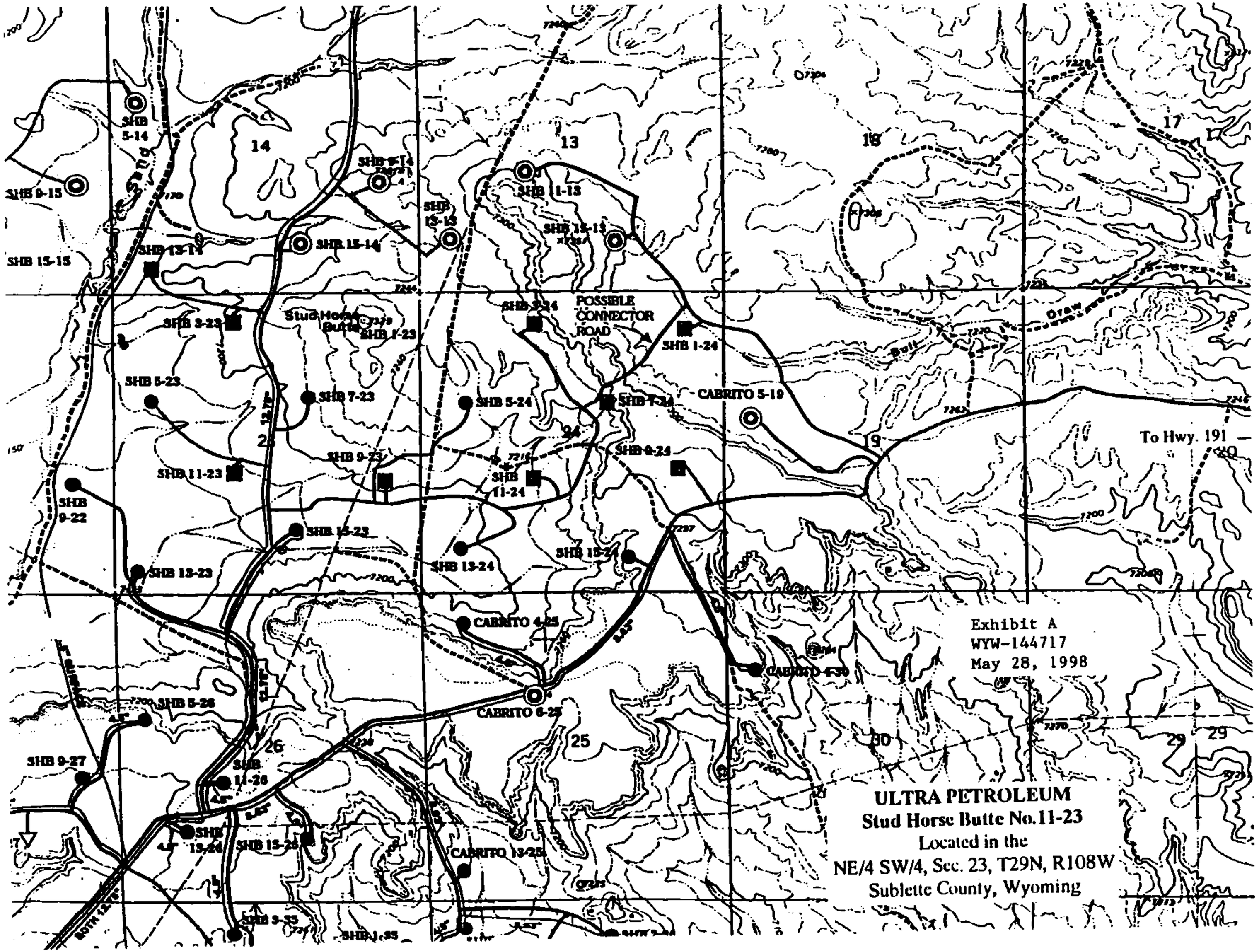
c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated May 28, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of way Agent (Title)	Area Manager (Title)
6/1/98 (Date)	6/4/98 (Effective Date of Grant)


SHB 5-14
SHB 9-15
SHB 15-15
SHB 13-14
SHB 15-14
SHB 9-14
SHB 15-13
SHB 1-13
SHB 11-13
SHB 9-23
Stud Horse Butte
SHB 1-23
SHB 5-23
SHB 7-23
SHB 5-24
SHB 7-24
POSSIBLE CONNECTOR ROAD
SHB 1-24
CABRITO 5-19
SHB 11-23
SHB 9-23
SHB 11-24
SHB 9-24
SHB 9-22
SHB 15-23
SHB 13-23
SHB 13-24
SHB 15-24
CABRITO 4-25
CABRITO 4-30
SHB 5-26
CABRITO 6-25
SHB 9-27
SHB 11-26
SHB 13-26
SHB 15-26
CABRITO 13-25
SHB 9-35
SHB 1-35
To Hwy. 191
Draw
Butte
13
14
18
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30
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Exhibit A
WYW-144717
May 28, 1998
ULTRA PETROLEUM
Stud Horse Butte No.11-23
Located in the
NE/4 SW/4, Sec. 23, T29N, R108W
Sublette County, Wyoming

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 May 28, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important raptor and/or sage grouse nesting habitat.**

   Any exceptions to this requirement must have prior written approval from the authorized officer.

9. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar constructions, if appropriate, and hand broadcast the seed.**

10. **The holder shall seed all disturbed areas using certified, weed-free seed.**

11. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

WYW-143421
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143421

---

1. A right-of-way is 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:

      Mountain Gas Resources, Inc.
      12200 N. Pecos Street
      Denver, CO 80234

      receives a right to construct, operate, maintain, and terminate a 4" buried natural gas pipeline, on Federal lands described as follows:

         T. 29 N., R. 108 W.
         Section 12, SW¼NW¼
         6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 243.71 feet long and contains .280 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269460

RECORDED Sept 28, 1998 10:35 AM
IN BOOK 109 Pts 5 PAGE 83
FEES $ 14.00 Mary L Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boston

WY

[redacted] [redacted] [redacted]

WYW-143421

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 May 21, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[redacted]
(Signature of Holder)

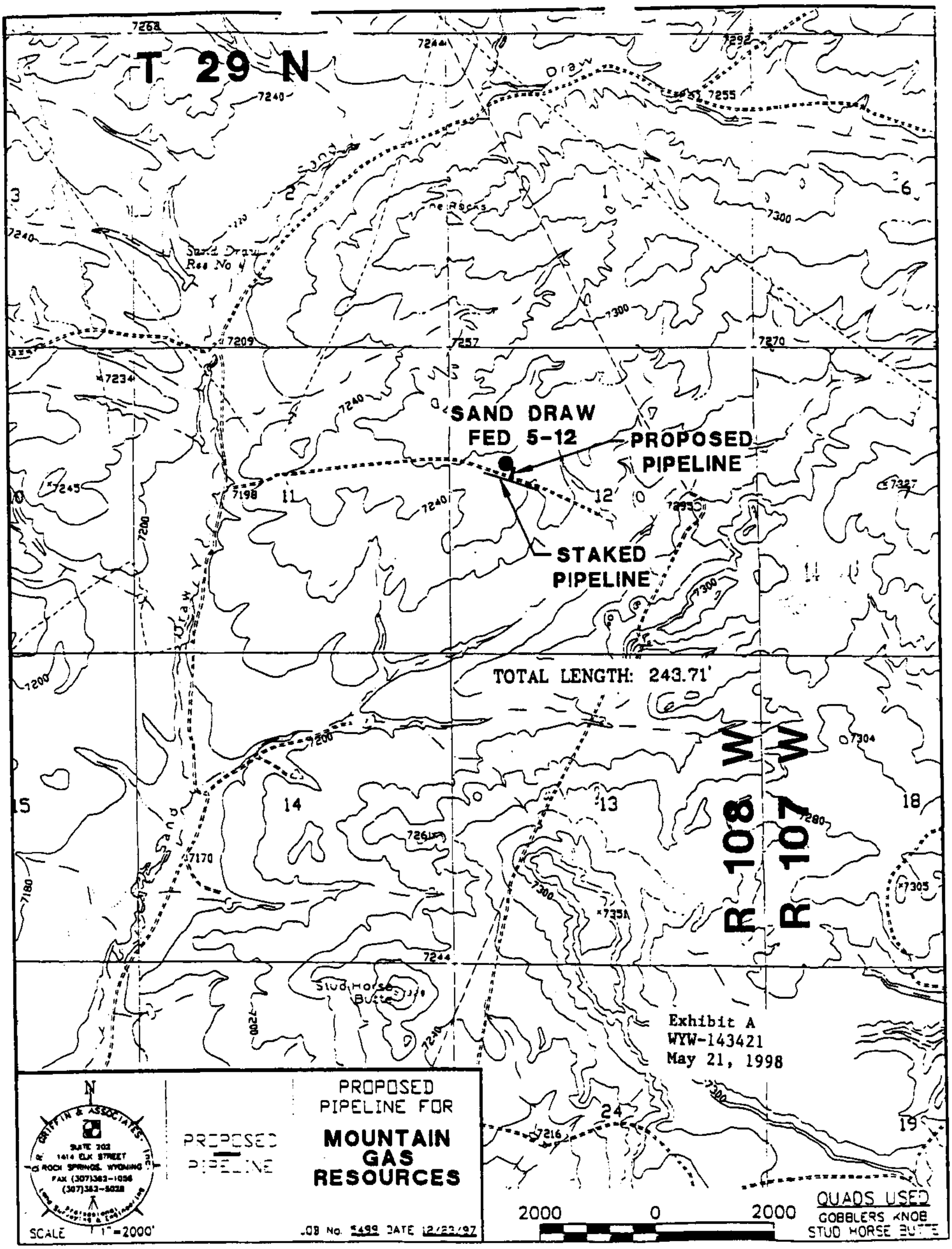
Right of Way Agent
(Title)

6/4/98
(Date)

Leslie D. Thorn
(Signature of Authorized Officer)

Area Manager
(Title)

6/4/98
(Effective Date of Grant)


T 29 N
SAND DRAW FED 5-12
PROPOSED PIPELINE
STAKED PIPELINE
TOTAL LENGTH: 243.71'
R 108 W
R 107 W
Exhibit A
WYW-143421
May 21, 1998
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
PROPOSED PIPELINE
GRIFFIN & ASSOCIATES, INC.
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1056
(307)382-5028
SCALE 1"=2000'
JOB No. 5499 DATE 12/22/97
2000 0 2000
QUADS USED
GOBBLERS KNOB
STUD HORSE BUTTE

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 May 26, 1998. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. **Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.**

8. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished.**

9. **The holder shall seed all disturbed areas using certified, weed-free seed.**

10. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

11. **A certified archaeologist will be on site at all times during construction. Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.**

[redacted] [redacted] [redacted]

3269A

WYW-140693
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140693

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 21, SW¼NE¼, N½SE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 1,697.45 feet long and contains 1.9 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269461

RECORDED Sept. 28 1998 10:35A
IN BOOK 109 Misc PAGE 88
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

Covered

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 August 12, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
So. West Wyo Area Mgr. (Title)	Area Manager (Title)
8/17/98 (Date)	8/20/98 (Effective Date of Grant)

[illegible]

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 August 12, 1998. 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 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

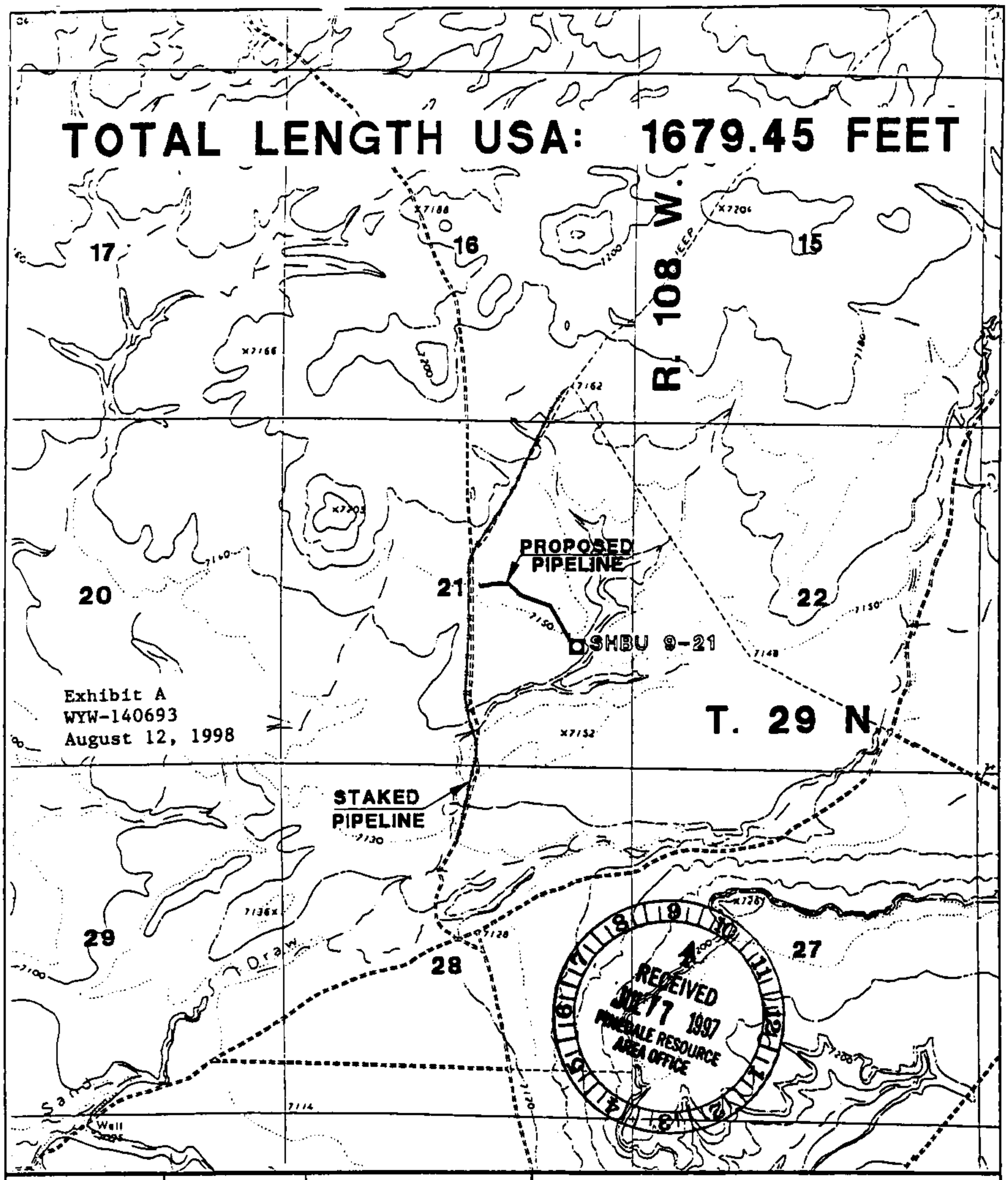
8. **An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.**

9. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important grouse nesting habitat.**

   Any exceptions to this requirement must have prior written approval from the authorized officer.

10. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

11. **There shall be <u>no</u> primary or secondary noxious weed seed in the seed mixture. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.**


TOTAL LENGTH USA: 1679.45 FEET
R. 108 W.
17
16
15
20
21
22
29
28
27
PROPOSED PIPELINE
SHBU 9-21
STAKED PIPELINE
T. 29 N.
Exhibit A
WYW-140693
August 12, 1998
RECEIVED
JUL 17 1997
PINEDALE RESOURCE AREA OFFICE
GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1059
414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
STAKED
PIPELINE
PROPOSED
PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
REVISED 6/17/97
JOB No. 5152 DATE 5/3/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WYW-145881
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-145881

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, E½SE¼, SW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,650 feet long and contains 3.0 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269462

RECORDED Sept. 28 19 98 10:35AM
IN BOOK 109 Of 6 PAGE 93
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

(over)

[redacted] [redacted] [redacted]

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 August 12, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

David F. Hatfield
(Signature of Holder)

So West Wyo Area Mgr.
(Title)

8/19/98
(Date)

Leslie A. Theiss
(Signature of Authorized Officer)

Area Manager
(Title)

8/20/98
(Effective Date of Grant)

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 August 18, 1998. 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 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

[redacted] [redacted] [redacted]

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

9. There shall be no primary or secondary noxious weed seed in the seed mixture. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

Exhibit A
WYW-145881
August 12, 1998

SHB 10-10
SDF 13-12
SDF 11-12
SDF 3-13
SHB 5-15
SHB 5-14
SHB 9-15
SHB 15-15
SHB 9-14
SHB 11-13
SHB 15-13
SHB 15-14
SHB 13-14
SHB 3-22
SHB 3-23
Stud Horse Butte
SHB 1-23
POSSIBLE CONNECTOR ROAD
SHB 1-24
SHB 5-22
SHB 5-23
SHB 7-23
SHB 5-24
SHB 7-24
CABRITO 5-19
SHB 9-23
SHB 9-24
SHB 11-23
SHB 11-24
CABRITO
SHB 9-22
SHB 15-22
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SHB 13-24
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SHB 3-26
SHB 1-26
CABRITO 4-25
CABRITO 3-25
CABRITO 2-25
CABRITO 4-30
SHB 5-27
SHB 5-26
SHB 7-26
CABRITO 6-25
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SHB 9-26
SHB 10-25
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WYW-145885
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-145885

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 24, NE¼SW¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 500 feet long and contains 0.6 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269463

RECORDED Sept 28 19 98 10:35AM
IN BOOK 109 of Misc PAGE 98
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scupton

(over)

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 September 8, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Area Manager (Title)
September 9, 1998 (Date)	September 9, 1998 (Effective Date of Grant)

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 September 8, 1998. 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 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. **Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.**

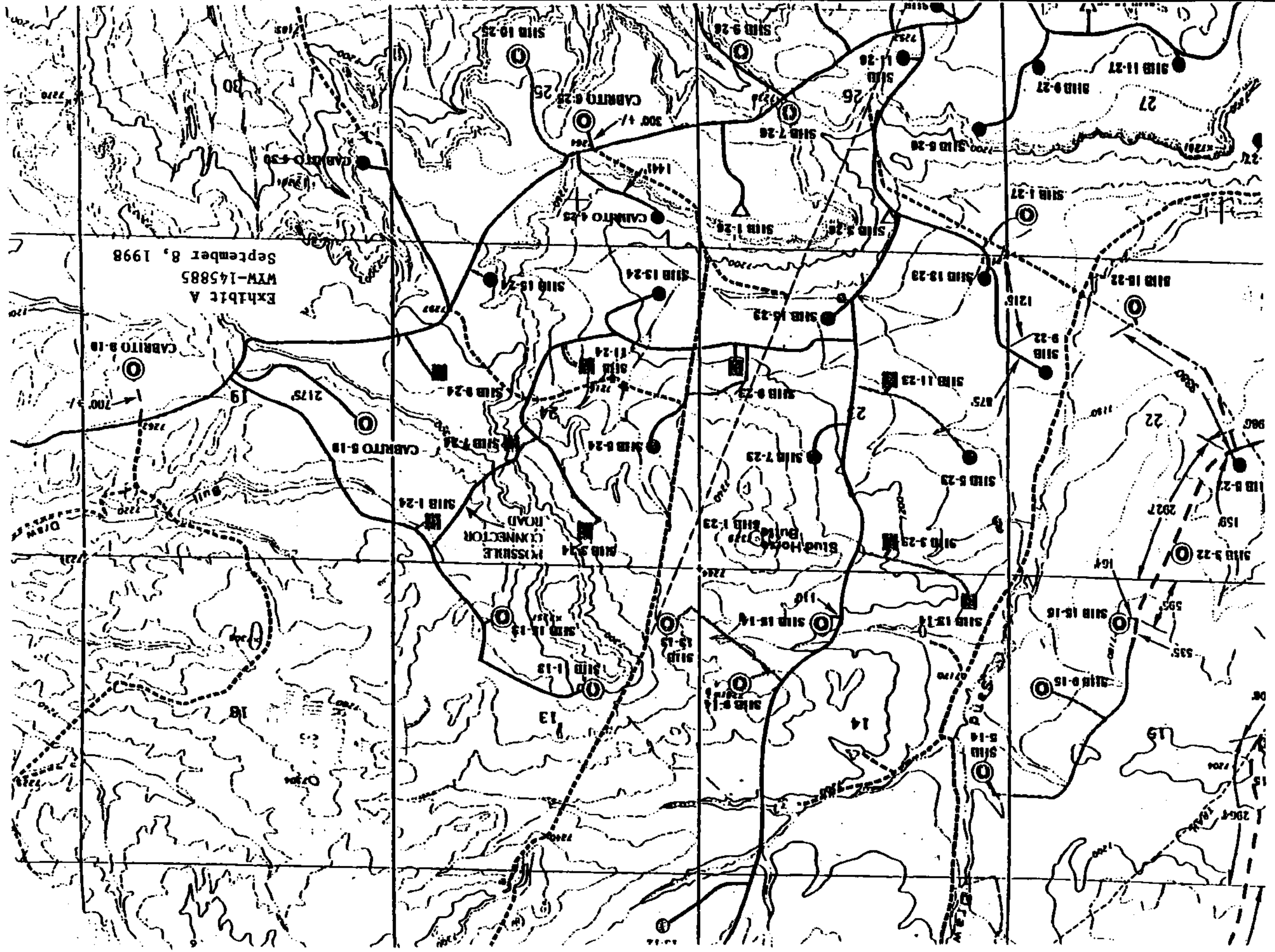
8. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.**

   Any exceptions to this requirement must have prior written approval from the authorized officer.

9 **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

10. **There shall be no primary or secondary noxious weed seed in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s) and within prior to purchase. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.**

Exhibit A
WTW-145885
September 8, 1998


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CABRITO 6-25
CABRITO 4-25
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CABRITO 5-18
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WYW-143420
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143420

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 11, N½SE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 521 feet long and contains 0.6 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269464

RECORDED Sept. 28, 19 98 10:35a.
IN BOOK 109 Q+G PAGE 103.
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoten

Over

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 July 20, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Acting Area Manager (Title)
7/27/98 (Date)	7/29/98 (Effective Date of Grant)

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 July 20, 1998. 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 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

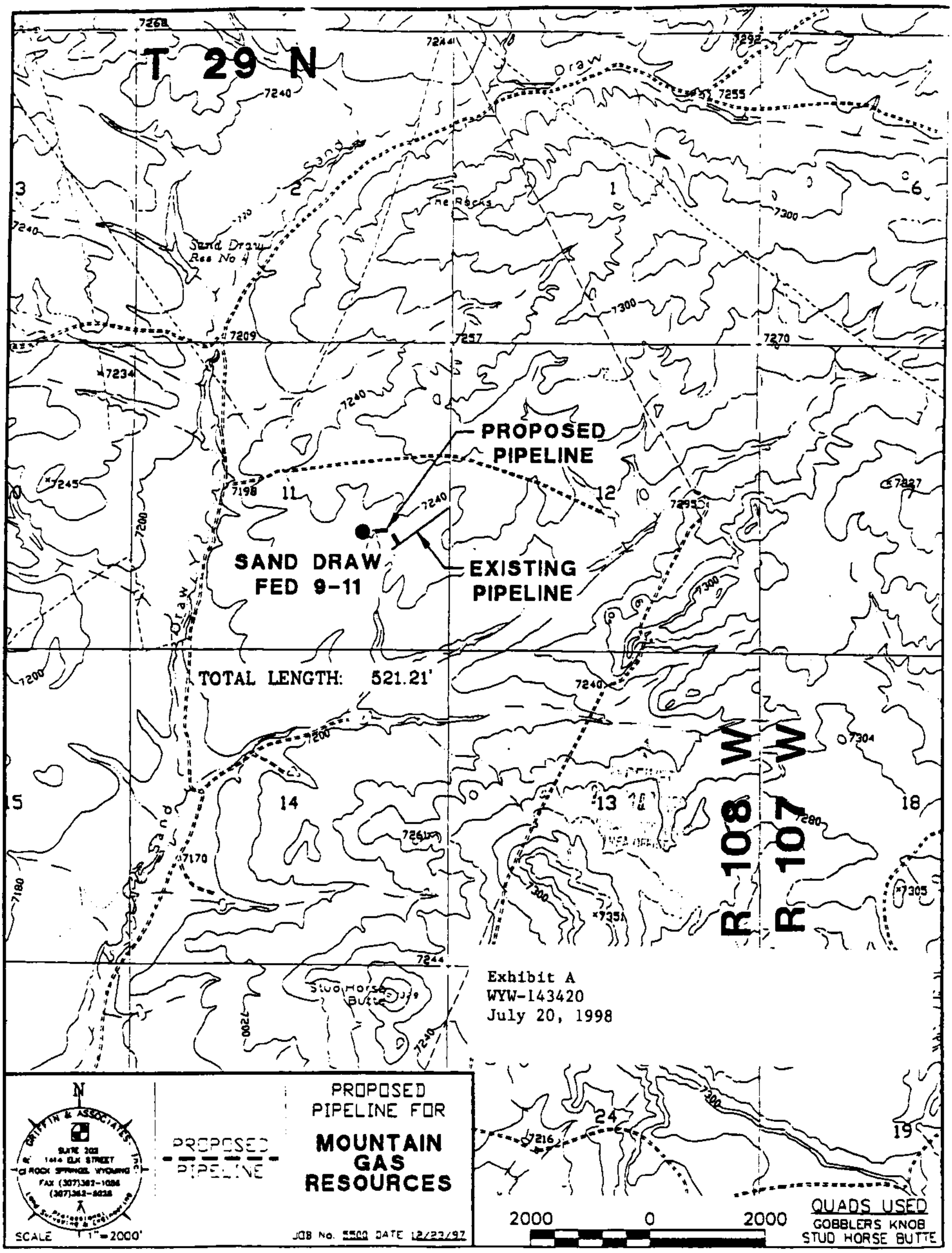
Everd

8. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of sage grouse nesting habitat.**

Any exceptions to this requirement must have prior written approval from the authorized officer.

9. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

10. **The holder shall seed all disturbed areas, using an agreed upon method suitable for the right-of-way. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the second growing season. No surface disturbing activities shall take place on the subject right-of-way until the associated APD is approved. The holder will adhere to special stipulations in the Surface Use Program of the approved APD for the S46-17, relevant to the seed mixture.**


T 29 N
R 108 W
R 107 W
Draw
Sand Draw Res No 4
The Rocks
PROPOSED PIPELINE
SAND DRAW FED 9-11
EXISTING PIPELINE
TOTAL LENGTH: 521.21'
Stud Horse Butte
Exhibit A
WYW-143420
July 20, 1998
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
PROPOSED PIPELINE
GRIFFIN & ASSOCIATES, INC.
SUITE 203
1444 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1086
(307)382-9028
SCALE 1"=2000'
JOB No. 5500 DATE 12/22/97
2000 0 2000
QUADS USED
GOBBLERS KNOB
STUD HORSE BUTTE

108

WY-

WYW-143417
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143417

---

1. A right-of-way is hereby granted pursuant to Section 28 of the Minera Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

   a. By this instrument, the holder:

      Mountain Gas Resources
      12200 North Pecos Street
      Denver, CO 80234-3439

      receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

      T. 29 N., R. 108 W.
      section 11, SE¼NE¼, NE¼SE¼.
      6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 1,057.38 feet long and contains 1.2 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269465

RECORDED Sept. 28, 1998 10:35 AM
IN BOOK 109 OF G PAGE 108
FEES $ 11.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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 July 14, 1998, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Title)

July 14, 1998
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

July 14, 1998
(Effective Date of Grant)

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 July 13, 1998. 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.**

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. **Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of important sage grouse nesting habitat.**

   Any exceptions to this requirement must have prior written approval from the authorized officer.

9. **Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.**

10. **The holder shall seed all disturbed areas using certified, weed-free seed.**

11. **No more trench than can be successfully backfilled and compacted in a two-day period will be excavated at any time.**

12. **An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.**

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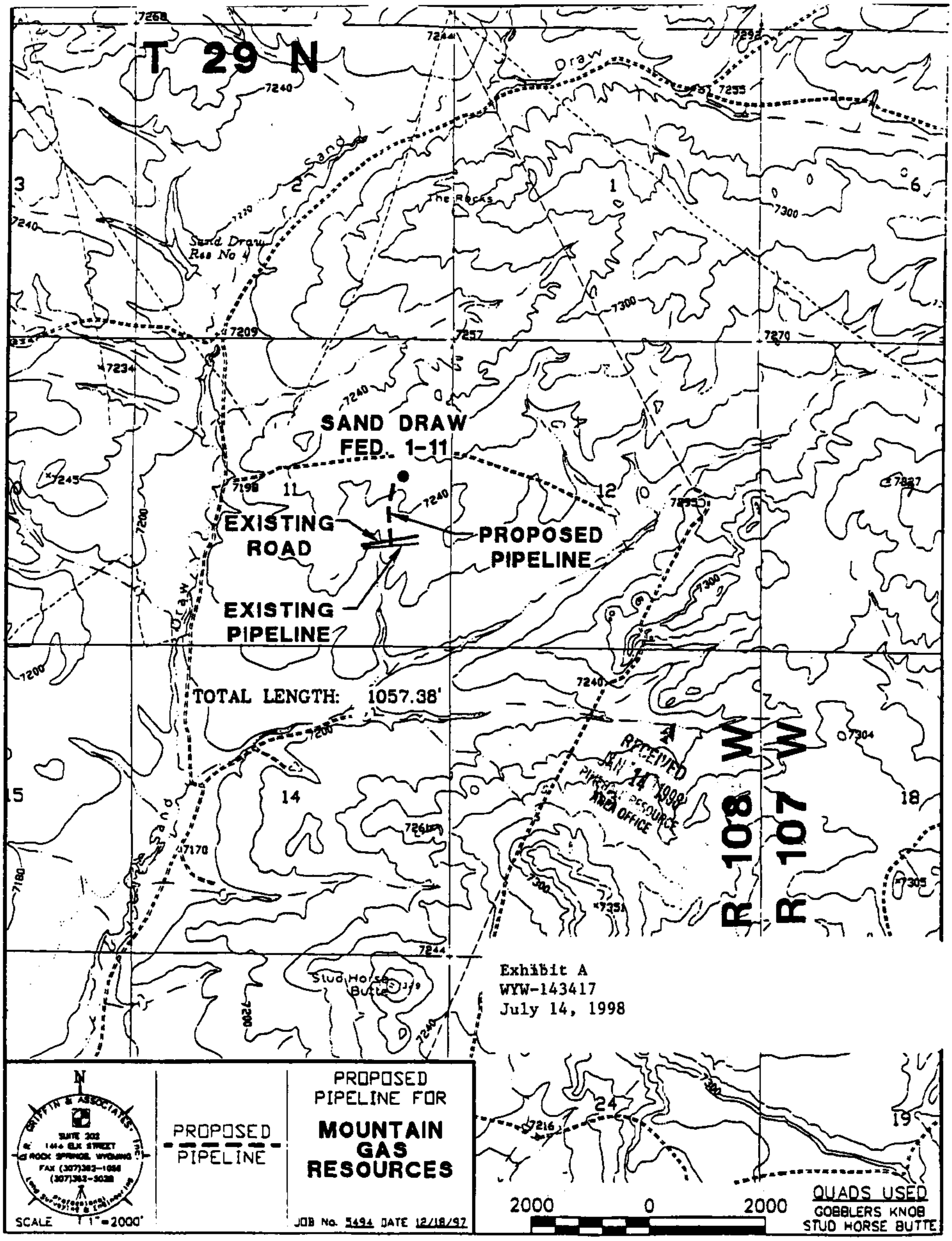


Exhibit A
WYW-143417
July 14, 1998

N. Granger
WY-31750

WYW-142323
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142323

---

1. A right-of-way is 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:

Moutain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, SW¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 527 feet long and contains 0.6 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269466

RECORDED Sept. 28 1998 10:35 AM
IN BOOK 109 OR PAGE 113
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY
By Cathy Seeton

TOTAL P.02

113

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 paragrapn (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 3, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Lee Parks
(Signature of Holder)

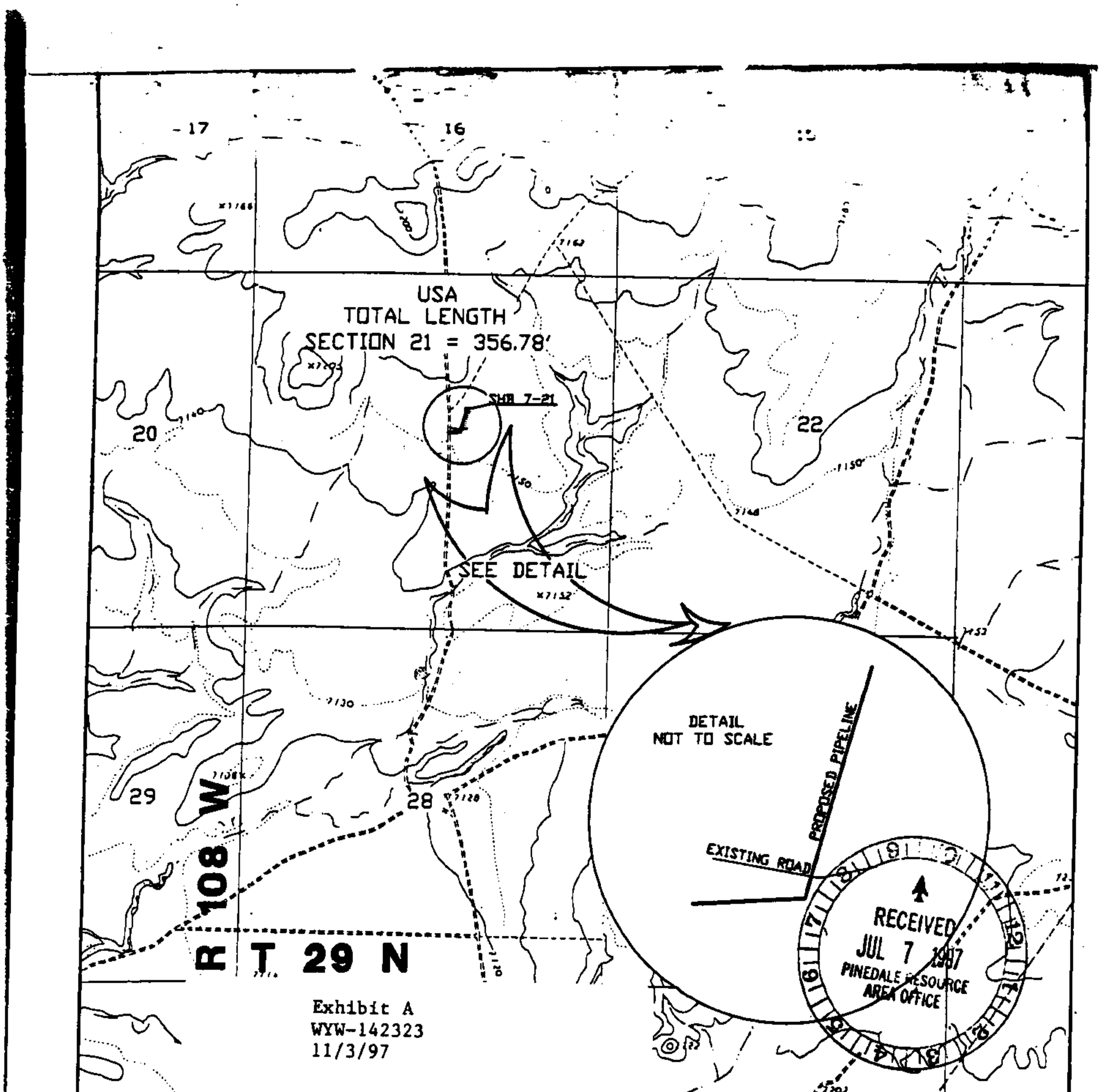
Landman
(Title)

11-18-97
(Date)

Leslie A. Theim
(Signature of Authorized Officer)

Area Manager
(Title)

11/21/97
(Effective Date of Grant)


17
16
USA
TOTAL LENGTH
SECTION 21 = 356.78'
SHB 7-21
20
22
SEE DETAIL
29
28
R 108 W
T 29 N
DETAIL
NOT TO SCALE
PROPOSED PIPELINE
EXISTING ROAD
RECEIVED
JUL 7 1997
PINEDALE RESOURCE
AREA OFFICE
Exhibit A
WYW-142323
11/3/97
TOTAL LENGTH USA = 526.89'
N
GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1059
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1056
(307)382-5026
PROPOSED PIPELINE
EXISTING ROAD
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
DATE 6/23/97 JOB# 5261
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WYW-142323
Exhibit B
11/03/97
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 October 31, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

WYW-124323
Exhibit B
11/03/97

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

8. Construction activity and surface disturbance will be prohibited during the period from 2/1 to 7/31 for the protection of sage grouse..

   Any exceptions to this requirement must have prior written approval from the authorized officer.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse 7-21 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a southerly and then westerly direction from the Stud Horse 7-21 well, located in the NW/4 Section 21, to a pending trunk line right-of-way in the NW/4 Section 21, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road.

The total length of the right-of-way is approximately 526.89 feet, of which 526.89 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

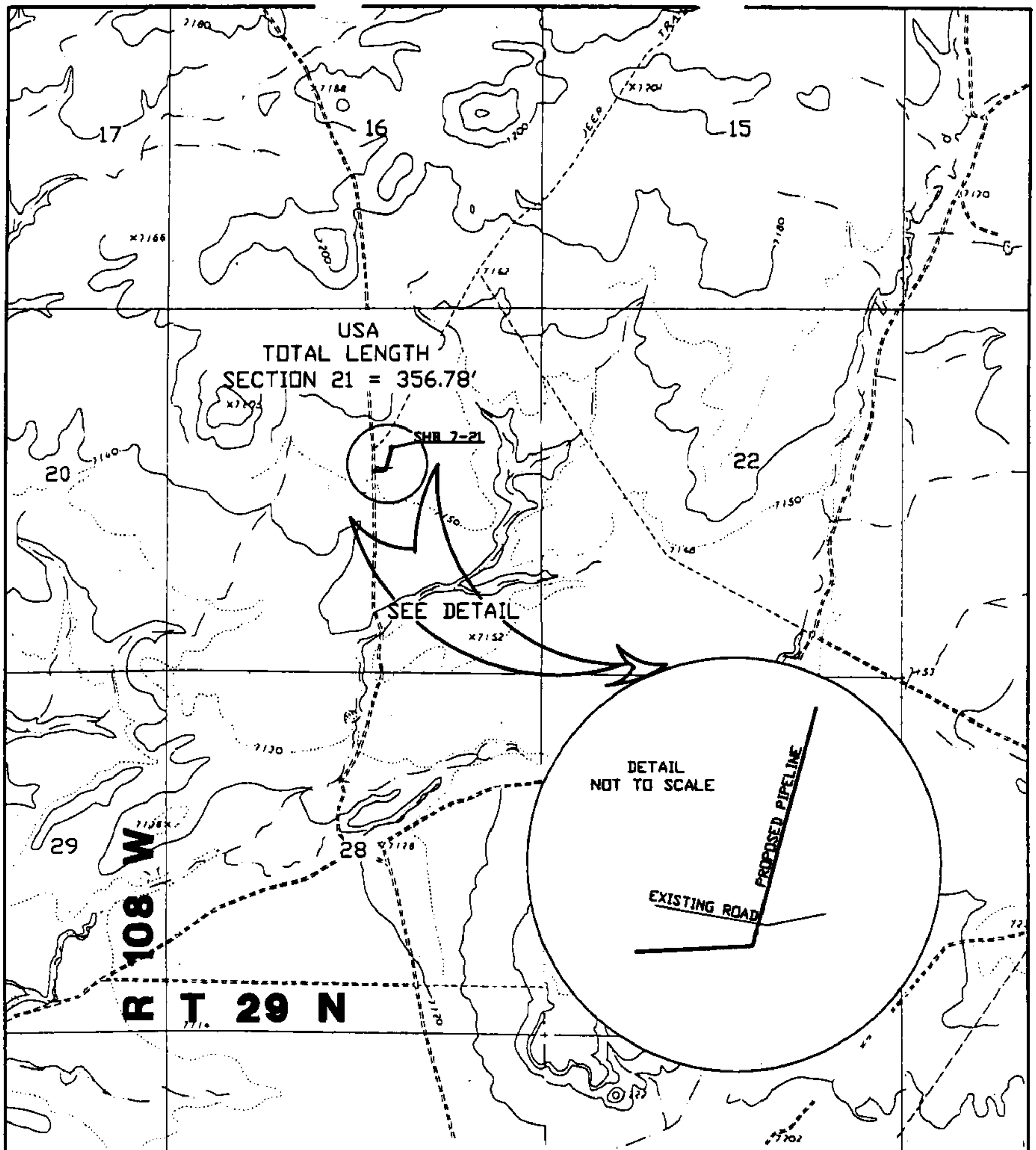
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.


17
16
15
20
22
29
28
USA
TOTAL LENGTH
SECTION 21 = 356.78'
SHR 7-21
SEE DETAIL
DETAIL
NOT TO SCALE
PROPOSED PIPELINE
EXISTING ROAD
R 108 W
T 29 N
TOTAL LENGTH USA = 526.89'
N
GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1059
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
PROPOSED PIPELINE
EXISTING ROAD
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
DATE 6/23/97 JOB# 5261
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

Dot Unit No. 1
N. Granger
WY-31[illegible]C

WYW-143087
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143087

---

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 28 N., R. 109 W.
section 22, W½NE¼, N½SE¼, SE¼SE¼;
section 23, S½SW¼;
section 26, NW¼NE¼, NE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 12,545 feet long and contains 14.4 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269467

RECORDED Sept. 28 1998 10:35 AM
IN BOOK 109 DTG PAGE 185
FEES $30.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

(over)

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 21, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

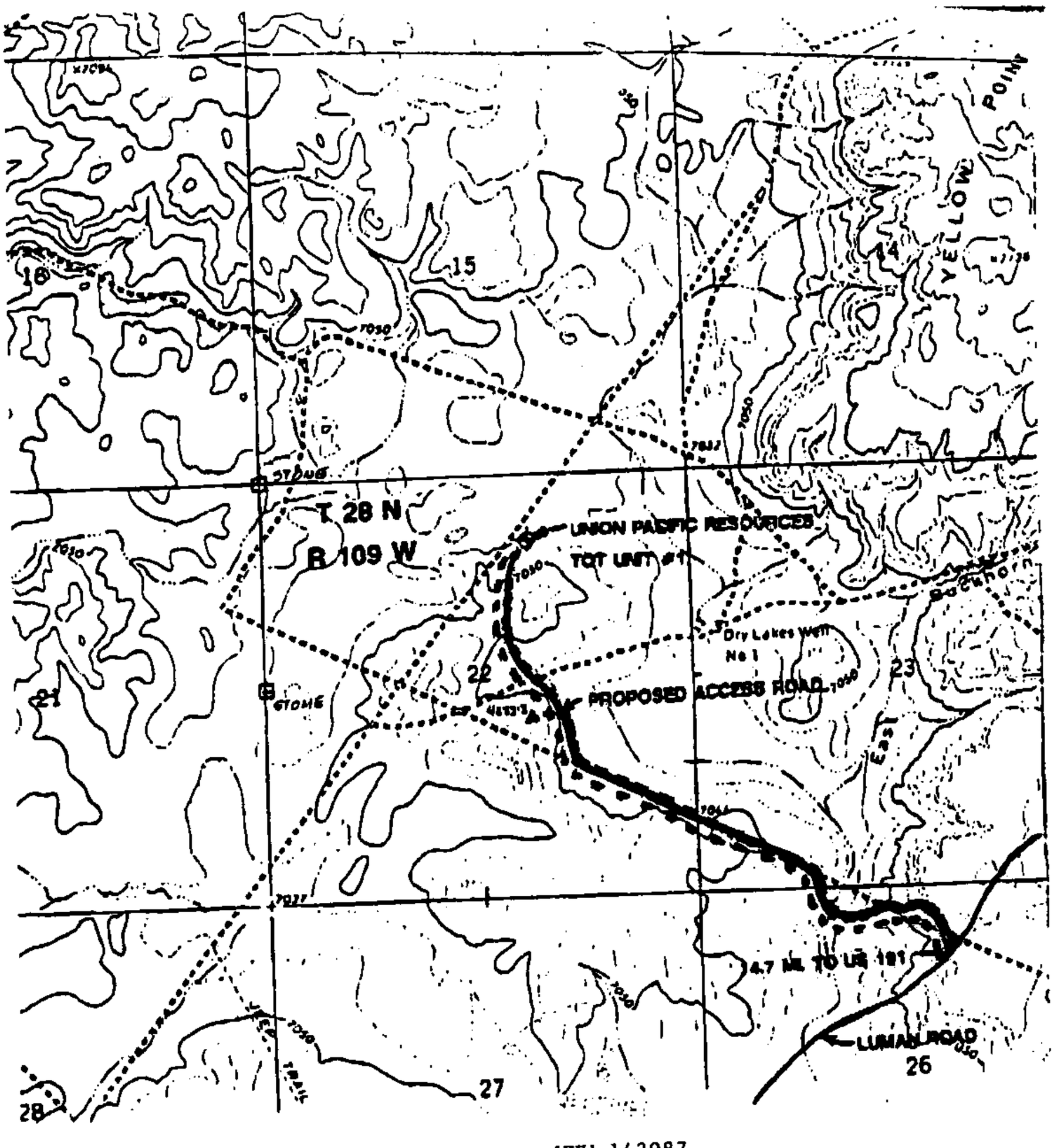
Landman
(Title)

11/24/97
(Date)

(Signature of Authorized Officer)

ACTING Area Manager
(Title)

11/24/97
(Effective Date of Grant)


T 28 N
R 109 W
UNION PACIFIC RESOURCES
TOT UNIT #1
Dry Lakes Well No 1
PROPOSED ACCESS ROAD
4.7 MI. TO US 191
LUMAX ROAD
YELLOW
STONE
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23
26
27
28
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7040
7050
7060
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7080
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7100
7110
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7410
7420

WYW-143087
Exhibit B
11/21/97
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 18, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

over

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Tot Unit No. 1 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a southeasterly direction from the Tot Unit No. 1 well, located in the Northeast quarter of Section 22, Township 28 North, Range 109 West, to Mountain's existing pipeline in the Northeast quarter of Section 26, Township 28 North, Range 109 West, Sublette County, Wyoming.

The total length of the right-of-way is approximately 12,545 feet, of which 12,545 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel, 0.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

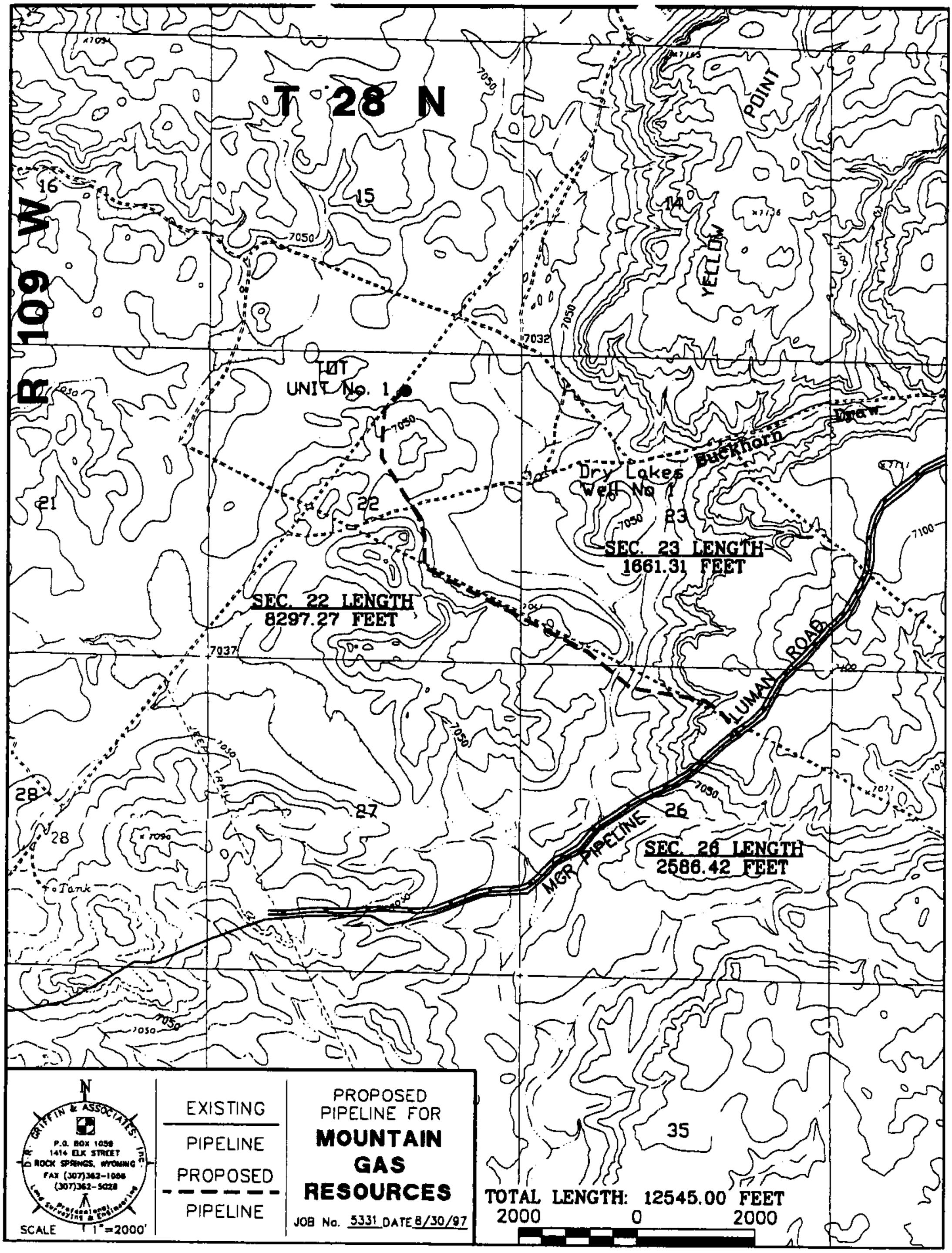

T 28 N
R 109 W
TOT
UNIT No. 1
Dry Lakes
Well No 1
SEC. 22 LENGTH
8297.27 FEET
SEC. 23 LENGTH
1661.31 FEET
SEC. 26 LENGTH
2586.42 FEET
YELLOW POINT
Buckhorn Draw
LUMAN ROAD
MGR PIPELINE
Jeep Trail
Tank
7050
7032
7037
7100
16
15
14
21
22
23
28
27
26
35
N
GRIFFIN & ASSOCIATES, Inc.
P.O. BOX 1058
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1006
(307)362-5028
Professional Surveying & Engineering
SCALE 1"=2000'
EXISTING
PIPELINE
PROPOSED
PIPELINE
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
JOB No. 5331 DATE 8/30/97
TOTAL LENGTH: 12545.00 FEET
2000 0 2000

EXHIBIT "A"
FORM 299
Tot Unit No. 1 Well Connect
GAS GATHERING LINE APPLICATION
Page 1, Section

A) One 6 inch steel buried natural gas pipeline, approximately 12,545 feet in length, 12,545 feet on Federal lands, from:

	Location
Tot Unit No. 1 well in	NE/4 Sec. 22, T28N-R109W
to Mountain's existing pipeline in	NE/4 Sec. 22, T28N-R109W

all in Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 12,545 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available with a maximum period of thirty years.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, two weeks to complete construction.

H) No temporary work areas needed.

WY-31226

WYW-141894
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-141894

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 12 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 w.
section 21, NE¼NE¼, W½E½.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 5,988.3 feet long and contains 6.8 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269468

RECORDED Sept. 28 1998 10:35 am
IN BOOK 109 OR PAGE 138
FEES $26.00 M L McCOUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

(over)

[redacted] [redacted] [redacted]

WYW-141894

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 October 7, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

10-9-97
(Date)

Jackie A. Thom
(Signature of Authorized Officer)

Area Manager
(Title)

10/20/97
(Effective Date of Grant)

WYW-141894
Exhibit B
October 7, 1997
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 October 7, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

[redacted] [redacted] [redacted]

Exhibit B
WYW-141894
10/7/97

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Butte Section 21 Trunk Pipeline
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 12 inch steel pipeline will head in a northerly direction from the Stud Horse 15-21 well, located in the SE/4 Section 21, to a point in the Southeast quarter of Section 16, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road and will provide a trunk pipeline to which well swill be connected. The pipeline will not be constructed until after the road has been built.

The total length of the right-of-way is approximately 5,988.3 feet, of which 5,988.3 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 12 inch steel, 0.203 inch wall thickness, Grade X-56 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

[redacted] [redacted] [redacted]

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

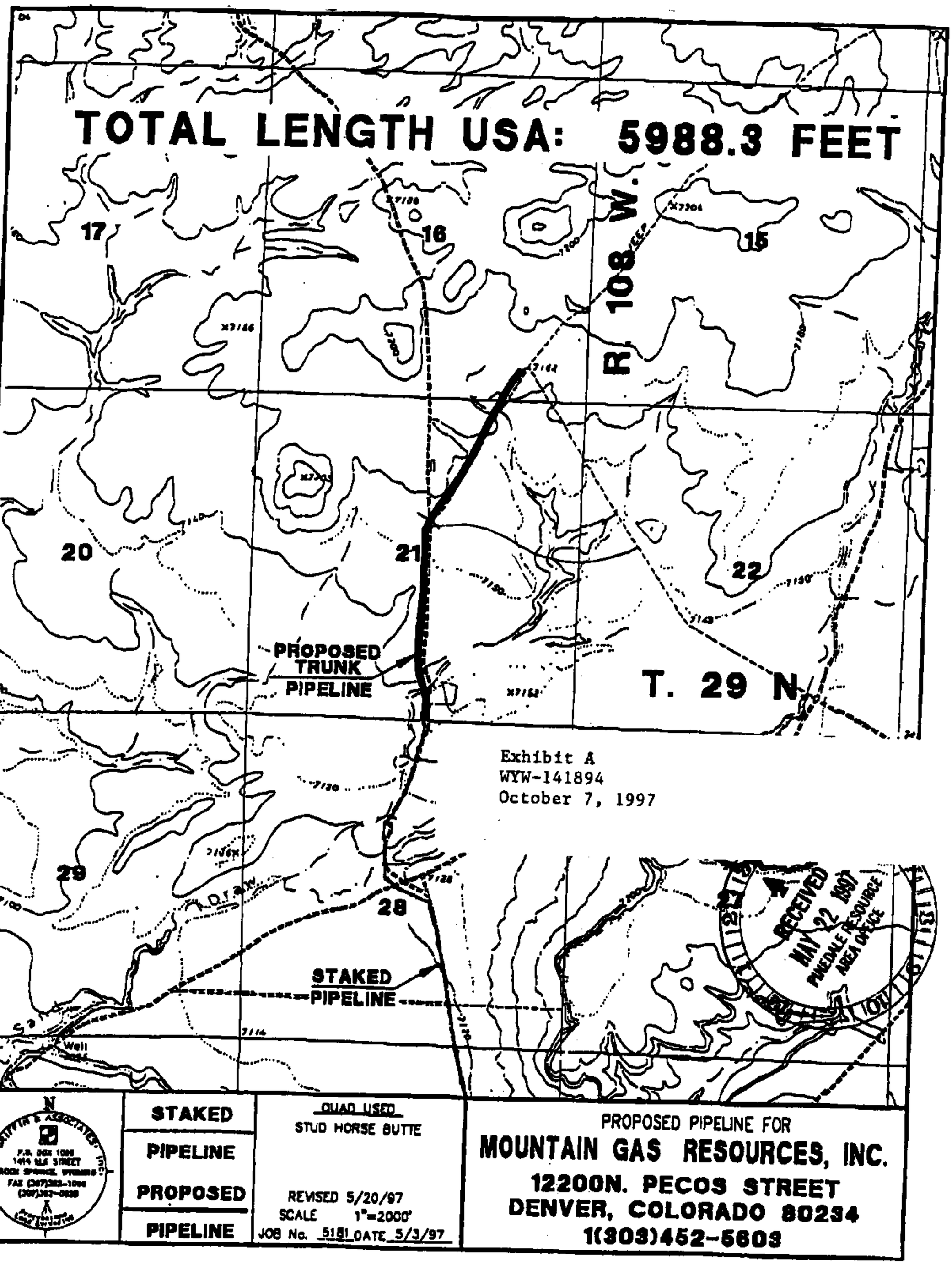
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.


TOTAL LENGTH USA: 5988.3 FEET
17
16
15
R. 108 W.
20
21
22
T. 29 N.
PROPOSED TRUNK PIPELINE
29
28
STAKED PIPELINE
Well
Exhibit A
WYW-141894
October 7, 1997
RECEIVED
MAY 22 1997
PINEDALE RESOURCE AREA OFFICE
N
GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1066
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1066
(307)382-0668
STAKED
PIPELINE
PROPOSED
PIPELINE
QUAD USED
STUD HORSE BUTTE
REVISED 5/20/97
SCALE 1"=2000'
JOB No. 5181 DATE 5/3/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WY-3103

WYW-143070
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143070

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 12 inch buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 23, E½E½W½
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 4,045.92 feet long and contains 4.6 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269469

RECORDED Sept. 28 1998 10:35AM
IN BOOK 109 Opt 6 PAGE 149
FEES $34.00 M L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

WYW-143070

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 September 30, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

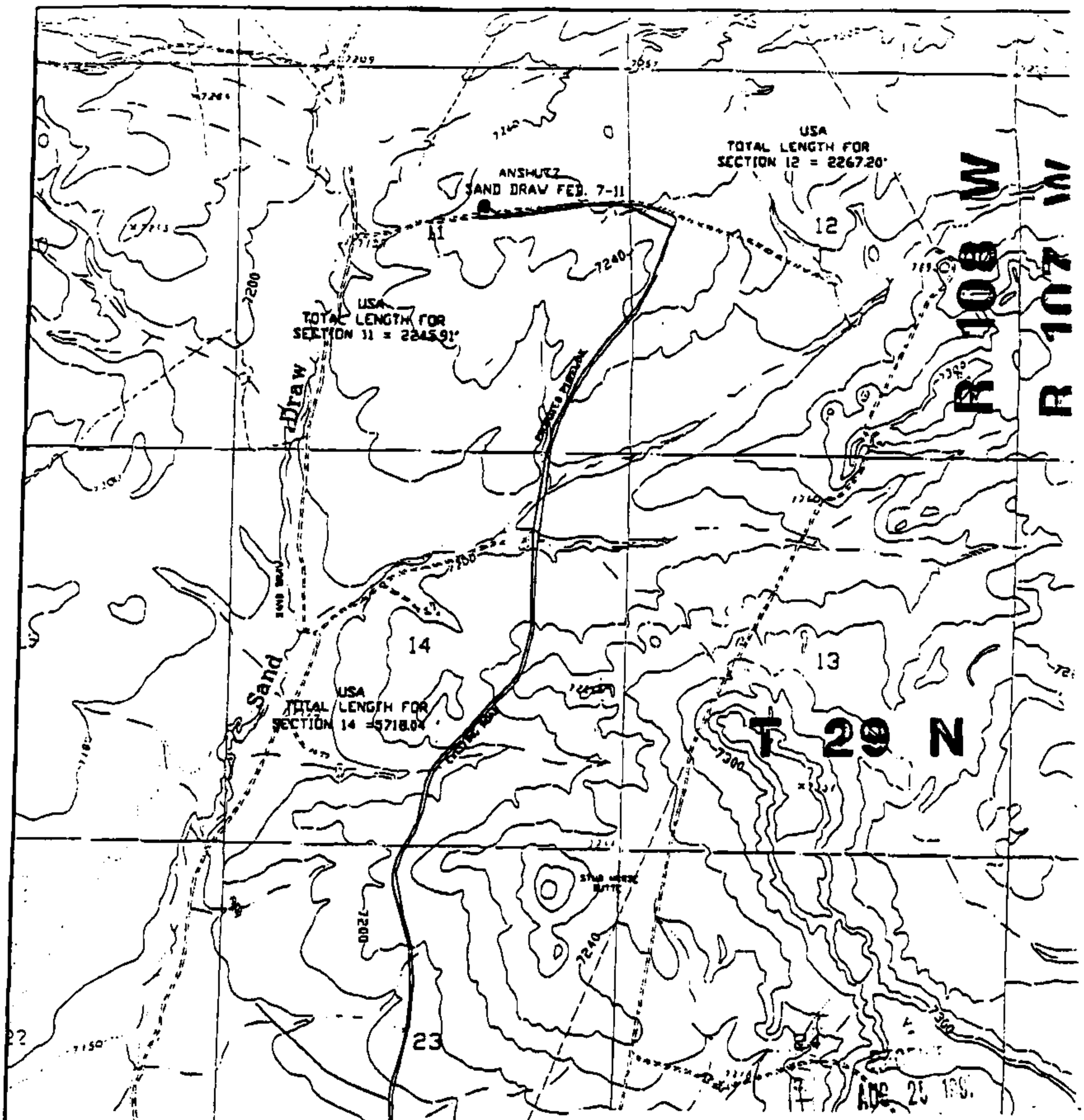
Landman
(Title)

9/30/97
(Date)

John E. Ydens
(Signature of Authorized Officer)

Area Manager
(Title)

9/30/97
(Effective Date of Grant)



WYW-143070
Exhibit A
09/30/97

P.O. BOX 1058
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028

PROPOSED
PIPELINE

QUAD USED
STUD HORSE BUTTE

SCALE 1"=2000'
JOB NO. 5241

REVISED 8/21/97 VRW
8/20/97

PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234

AUG-21-1997 16:06 D.R.GRIFFIN & ASSOCIATES 307 362 1056 P.02/02

WYW-143070
Exhibit B
September 30, 1997
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 September 30, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

[redacted] [redacted] [redacted]

Exhibit B
WYW-143070
09/30/97

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Sand Draw Federal 7-11 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 12 inch steel pipeline will head in a northerly direction from Mountain's existing pipeline, located in the South half of Section 23, Township 29 North, Range 108 West and proceed to the Northeast quarter of Section 12 where a 4 inch steel pipeline will head westerly to end at the Sand Draw Federal 7-11 well, located in the Northeast quarter of Section 11, Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road on the West side of the road..

The total length of the right-of-way is approximately 14,469.49 feet, of which 14,469.49 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 4 inch steel, O.156 inch wall thickness, Grade X-42 pipe and 12 inch steel, 0.203 inch wall thickness, GradeX-56 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

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160

STANDARD FORM 299 (3/94)
Prescribed by DOI/USDA/DOT
P.L. 96-487 and Federal
Register Notice 6-3-81

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED
OMB NO. 1004-0060
Expires: June 30, 1995

FOR AGENCY USE ONLY

Application Number

Date filed

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

1. Name and address of applicant *(include zip code)*

Mountain Gas Resources, Inc.
12200 North Pecos Street
Denver, CO 80234-3439

2. Name, title, and address of authorized agent if different from item 1 *(include zip code)*

M. Sue Park
Landman
Same Address

3. TELEPHONE *(area code)*

Applicant
(303) 450-8431

Authorized Agent
Same

4. As applicant are you? *(check one)*

a. ☐ Individual
b. ☒ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* *If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

a. ☒ New authorization
b. ☐ Renewing existing authorization No.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* *If checked, provide details under item 7*

6. If an individual, or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description *(describe in detail)*: (a) Type of system or facility, *(e.g., canal, pipeline, road)*; (b) related structures and facilities; (c) physical specifications *(length, width, grading, etc.)*; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction *(Attach additional sheets, if additional space is needed.)*

See Exhibit "A"

SAND DRAW FED 7-11 WELL CONNECT

8. Attach a map covering area and show location of project proposal — Attached

9. State or Loc government approval: ☐ Attached ☐ Applied for ☒ Not required

10. Nonrefundable application fee: ☒ Attached ☐ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No *(If "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Mountain Gas Resources, Inc. is engaged in the business of gathering natural gas from various producers in the area. We are technically and financially capable of constructng and maintaining this project.

(Continued on reverse)

This form is authorized for local reproductic

The pipeline route was selected as the most logical one to create the least amount of disturbance or disruption of the surface of the land.

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

The well and/or proposed pipeline is located on federal land managed by the BLM and it must cross federal lands in order to transport gas production to processing facilities and gas markets.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal *(construction, operation, and maintenance)*; (b) estimated cost of next best alternative; and (c) expected public benefits.

The pipeline is the only viable and economically feasible form of transportation for natural gas. The project cost is $ 150,000.00 No alternate route of which I am aware. Public benefits will be an increased supply of natural gas.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

These items have been covered in the Plan of Development (Construction and Use Plan) attached.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

These items have been covered by an Environmental Assessment prepared by the BLM -

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

None will be used.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

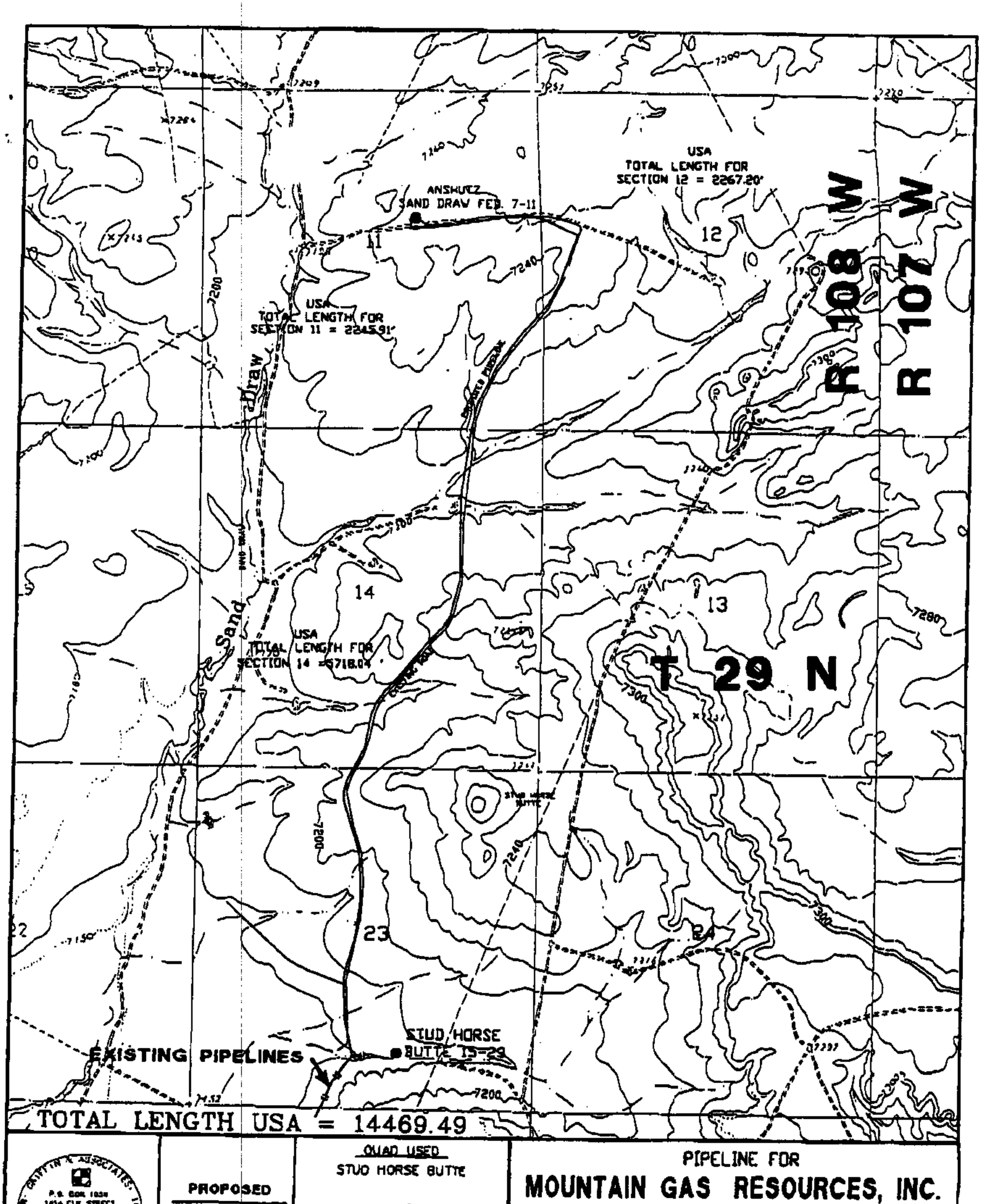
Bureau of Land Management - Pinedale Resource Area

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant M. Sue Park Sue Park | Date 8-21-97

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

AUG 21 '97 15:20 307 362 1056 PAGE 02
TOTAL P.02



D.R. GRIFFIN & ASSOCIATES, Inc.
P.O. BOX 1056
1414 CLE STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1956
(307)362-5028

PROPOSED
PIPELINE

QUAD USED
STUD HORSE BUTTE

SCALE 1"=2000'
JOB NO. 5241

REVISED 8/21/97 VRW
DATE 5/20/97

PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234

AUG-21-1997 16:06 D.R.GRIFFIN & ASSOCIATES 307 362 1056 P.02/02

page 162
was Duplicated

EXHIBIT "A"
FORM 299
Sand Draw Federal 7-11 Well Connect
GAS GATHERING LINE APPLICATION
Page 1, Section

A) One 4 and 6 (12) inch steel buried natural gas pipeline, approximately 14,469.49 feet in length, 14,469.49 feet on Federal lands, from:

	Location
Sand Draw Federal 7-11 Well in	NE/4 Sec. 11, T29N-R108W
to Mountain's existing Pipeline in	SW/4 Sec. 23, T29N-R108W
	all in Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 14,469.49 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available with a maximum period of thirty years.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, three weeks to complete construction.

H) No temporary work areas needed.

163

WY-30554

WYW-141912
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-141912

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 12 inch steel buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 23, N½SE¼, SW¼SE¼;
   section 24, N½SW¼, SE¼SW¼, NW¼SE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 5,086.71 feet long and contains 5.8 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269470

RECORDED Sept 28, 19 98 10:35 AM
IN BOOK 109 OF 6 PAGE 163
FEES $20.00 Mary L Lyda COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sachau

(OVER)

[redacted] [redacted] [redacted]

WYW-141912

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 September 5, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

9-10-97
(Date)

William Timmons
(Signature of Authorized Officer)

acting Area Manager
(Title)

9/15/97
(Effective Date of Grant)

WYW-141912
Exhibit B
09/05/97
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 September 4, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

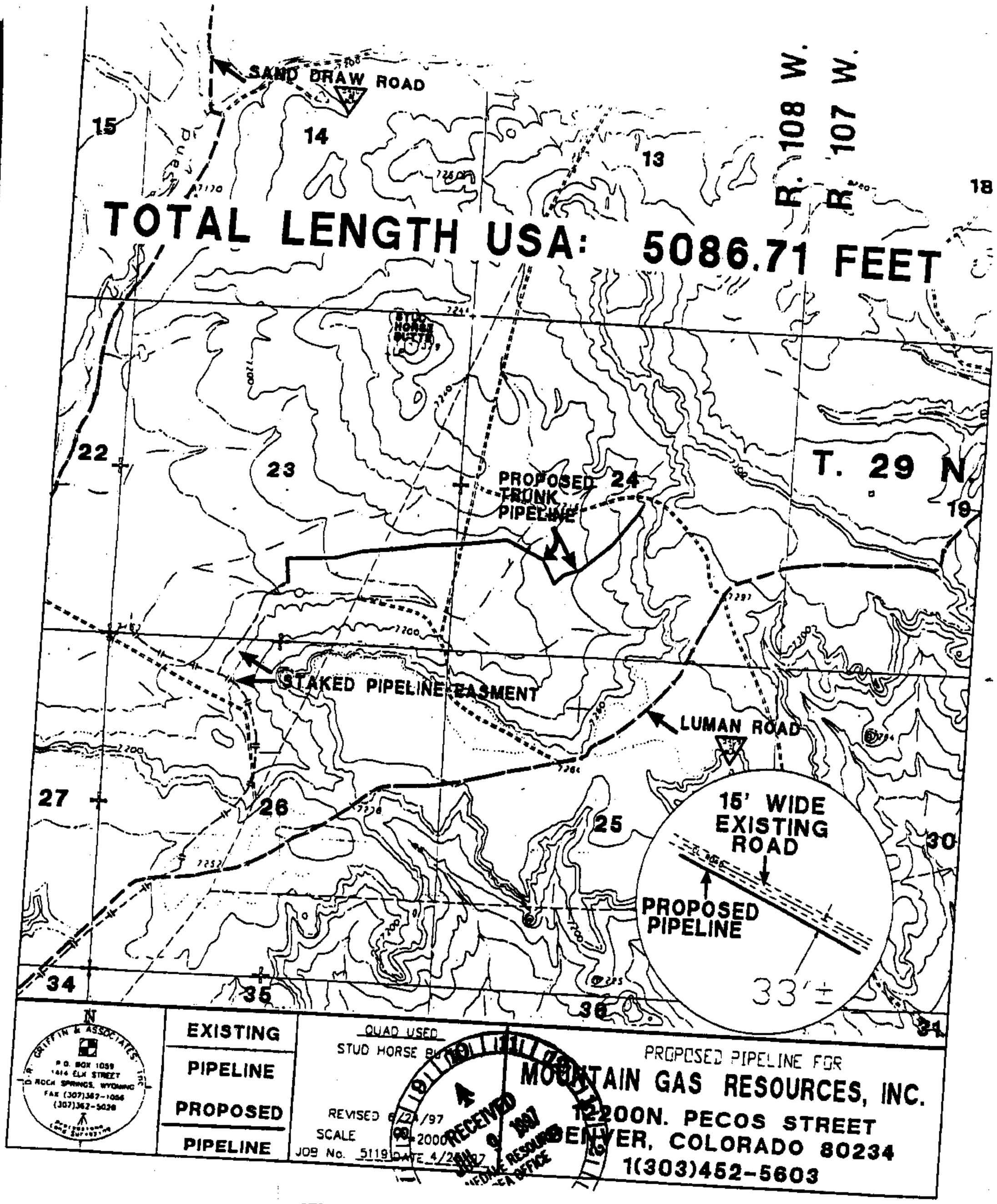
   Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

(over)

[redacted] [redacted] [redacted]

Exhibit B
09/05/97
WYW-141912

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.



WYW-141912
9/5/97
Exhibit A

PLAN OF DEVELOPMENT
TO ACCOMPANY

Trunk Pipeline through Sections 23 & 24, T29N_R108W for Stud Horse Unit Wells
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 12 inch steel pipeline will head in an easterly direction from Mountain's existing pipeline in the South half of Section 23 to a point in the Southease quarter of Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road.

The total length of the right-of-way is approximately 5,086.71 feet, of which 5,086.71 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 12 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

[redacted] [redacted] [redacted]

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

page 172
Was Duplicated

Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

WYW-142316
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142316

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 24, SW¼NE¼, NW¼SE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 604.09 feet long and contains 0.7 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269471

RECORDED Sept 28 1998 10:35 AM
IN BOOK 109 046 PAGE 173
FEES $30.00 M L Lyda COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Seaton

(over)

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 September 5, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Lark
(Signature of Holder)

Landman
(Title)

9-10-97
(Date)

(Signature of Authorized Officer)

acting Area Manager
(Title)

9/15/97
(Effective Date of Grant)

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).

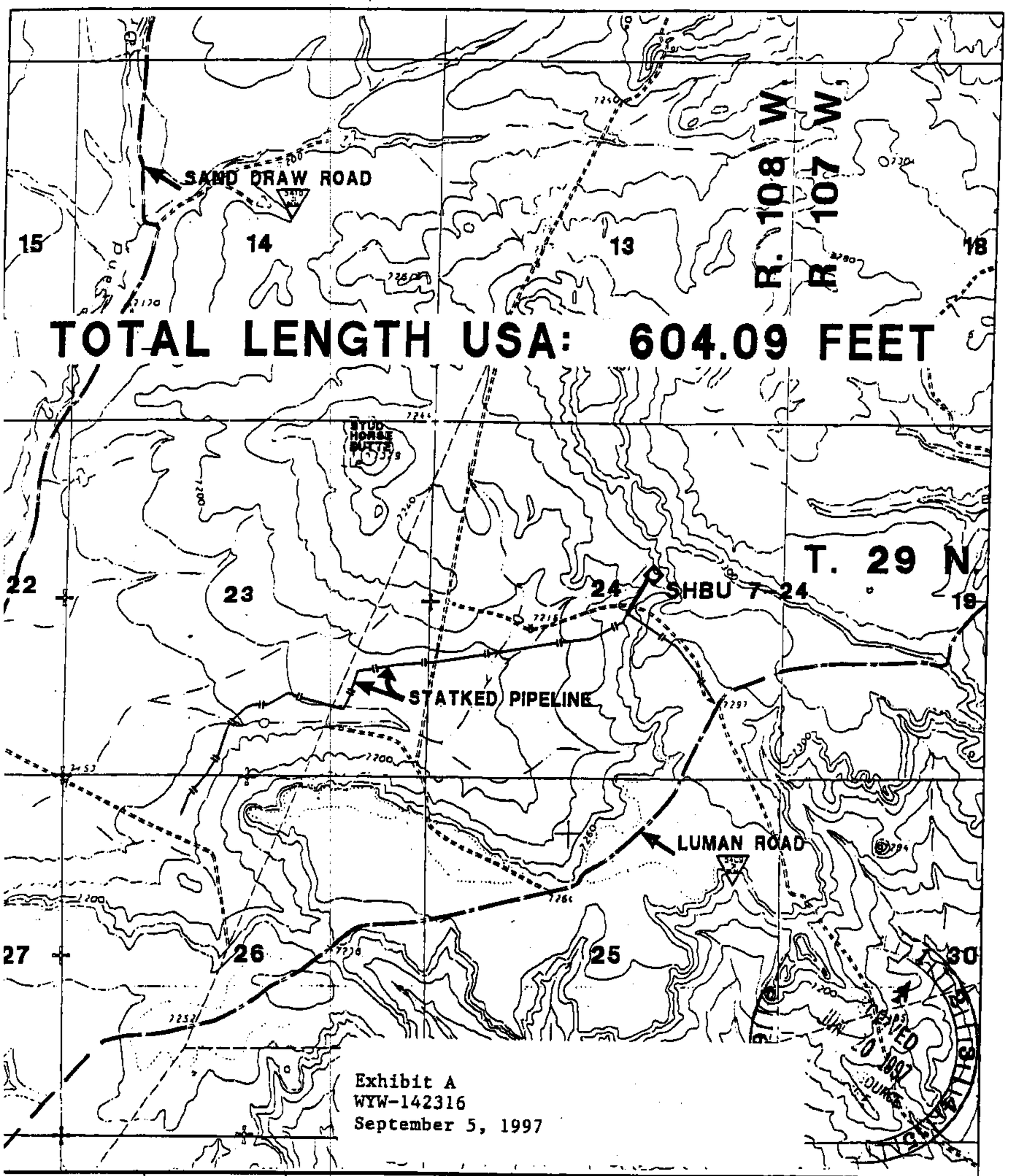
3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, 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 September 5, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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


SAND DRAW ROAD
15
14
13
18
R. 108 W.
R. 107 W.
TOTAL LENGTH USA: 604.09 FEET
STUD HORSE BUTTE
22
23
24
SHBU 7-24
T. 29 N.
19
STATKED PIPELINE
LUMAN ROAD
27
26
25
30
Exhibit A
WYW-142316
September 5, 1997
EXISTING
PIPELINE
PROPOSED
PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
JOB No. 5125 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

STANDARD FORM 299 (3/94)
Prescribed by DOI/USDA/DOT
P.L. 96-487 and Federal
Register Notice 6-3-81

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED
OMB NO. 1004-0060
Expires: June 30, 1995

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant *(include zip code)*

Mountain Gas Resources, Inc.
12200 North Pecos Street
Denver, CO 80234-3439

2. Name, title, and address of authorized agent if different from Item 1 *(include zip code)*

M. Sue Park
Landman
Same Address

3. TELEPHONE *(area code)*

Applicant
(303) 450-8431

Authorized Agent
Same

4. As applicant are you? *(check one)*

a. ☐ Individual
b. ☒ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* *If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

a. ☒ New authorization
b. ☐ Renewing existing authorization No.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* *If checked, provide details under Item 7*

6. If an individual, or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description *(describe in detail)*: (a) Type of system or facility, *(e.g., canal, pipeline, road)*; (b) related structures and facilities: (c) physical specifications *(length, width, grading, etc.)*; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction *(Attach additional sheets, if additional space is needed.)*

See Exhibit "A"

Stud Horse Butte 7-24

8. Attach a map covering area and show location of project proposal — Attached

9. State or Loc government approval: ☐ Attached ☐ Applied for ☒ Not required

10. Nonreturnable application fee: ☒ Attached ☐ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No *(If "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Mountain Gas Resources, Inc. is engaged in the business of gathering natural gas from various producers in the area. We are technically and financially capable of constructng and maintaining this project.

(Continued on reverse)

This form is authorized for local reproductic

The pipeline route was sele d as the most logical one to c te the least amount of disturbance or disruption of the surface of the land.

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

The well and/or proposed pipeline is located on federal land managed by the BLM and it must cross federal lands in order to transport gas production to processing facilities and gas markets.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal *(construction, operation, and maintenance)*; (b) estimated cost of next best alternative; and (c) expected public benefits.

The pipeline is the only viable and economically feasible form of transportation for natural gas. The project cost is $5,000.00 . No alternate route of which I am aware. Public benefits will be an increased supply of natural gas.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

These items have been covered in the Plan of Development (Construction and Use Plan) attached.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

These items have been covered by an Environmental Assessment prepared by the BLM -

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

None will be used.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management - Pinedale Resource Area

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant M. Sue Park Sue Park Date 6-19-97

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

[redacted] [redacted] [redacted]

EXHIBIT "A"
FORM 299
Stud Horse Butte 7-24 Well Connect
GAS GATHERING LINE APPLICATION
Page 1, Section

A) One 6 inch steel buried natural gas pipeline, approximately 604.09 feet in length, 604.09 feet on Federal lands, to connect:

	Location
Stud Horse Federal 7-24 in	NE/4 Sec. 24, T29N-R108W
to a pending right-of-way in	SE/4 Sec. 21, T29N-R108W

all in Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 604.09 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available with a maximum period of thirty years.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, two weeks to complete construction.

H) No temporary work areas needed.

PLAN OF DEVELOPMENT
TO ACCOMPANY
Stud Horse 7-24 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a southerly direction from the Stud Horse 7-24 well, located in the NE/4 Section 24, to a pending right-of-way in the SE/4 Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road.

The total length of the right-of-way is approximately 604.09 feet, of which 604.09 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

186

N. Granger
U-Y-31754

WYW-143073
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143073

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest: 269472

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234

RECORDED Sept. 28 1998 10:35 A M
IN BOOK 109 O+G PAGE 186
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scoton

receives a right to construct, operate, maintain, and terminate a 12 inch buried gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
Section 1, SW¼SW¼;
Section 2, Lot 2, SW¼NE¼, SE¼NW¼, E½SE¼, NW¼SE¼;
Section 12, W½NW¼.

T. 30 N., R. 108 W.
Section 4, Lots 3 and 4, SE¼NW¼, NW¼SW¼, E½SE¼;
Section 9, W½NE¼, SE¼NE¼, E½SE¼;
Section 10, S½SW¼;
Section 15, W½NE¼, NE¼NW¼, N½SE¼, SE¼SE¼;
Section 22, NE¼NE¼;
Section 23, W½NW¼, SE¼NW¼, NE¼SW¼, N½SE¼, SE¼SE¼;
Section 25, SW¼NW¼, W½SW¼;
Section 26, E½NE¼, SE¼SE¼;
Section 35, E½E½, SW¼SE¼.

T. 31 N., R. 108 W.
Section 28, SW¼SW¼;
Section 32, SE¼NE¼, NE¼SE¼;
Section 33, W½W½.
6th PM, Sublette County, WY

b. The right-of-way or permit area granted herein is 50 feet wide, 55,412 feet long and contains 63.6 acres, more or less.

(over)

c. This instrument 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.

d. This instrument 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.

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.

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 18, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

11/24/97
(Date)

(Signature of Authorized Officer)

ACTING Area Manager
(Title)

11/24/97
(Effective Date of Grant)

WYW-143073
Exhibit B
11/18/97
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 21, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

(over)

7. Construction activity and surface disturbance will be prohibited during the period from 2/1 to 7/31 for the protection of sage grouse..

   Any exceptions to this requirement must have prior written approval from the authorized officer.

8. That an open trench examination of the pipeline be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench inspection will be prepared and submitted to BLM for review. The discovery plan in Appendix A will guide the treatment of any discoveries. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

   Construction monitoring and/or open trench examination will be performed by a qualified archaeologist. If cultural resources are located within frozen soils or sediments precluding the ability to adequately record or evaluate the find, work will cease and the site will be protected for the duration of frozen soil conditions. Following natural thaw, recordation, evaluation and recommendations concerning further management will be made to the authorized officer who will consult with affected parties. Construction work will be suspended until management of the threatened site has been finalized.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Lizard Head 13-28 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 12 inch steel pipeline will head in a southerly direction from the Lizard Head 13-28 well, located in the Southwest quarter of Section 28, Township 31 North, Range 108 West, to a point on the Sand Draw Fed 7-11 well connect pending right-of-way application in the Northeast quarter of Section 12, in Township 29 North, Range 108 West, Sublette County, Wyoming. An estimated seventy five percent of the route will parallel existing pipelines or roads.

The total length of the right-of-way is approximately 64,035.25 feet, of which 64,035.25 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 12 inch steel, 0.203 inch wall thickness, Grade X-56 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

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All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

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I. 1 Trencher

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No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

WY-3[illegible]

WYW-141911
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-141911

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

269473

RECORDED Sept. 28 1998 10:35 AM
IN BOOK 109 OR PAGE 196
FEES $ 30.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, S½SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,089.85 feet long and contains 1.3 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

(over)

[redacted] [redacted] [redacted]

WYW-141911

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 July 14, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

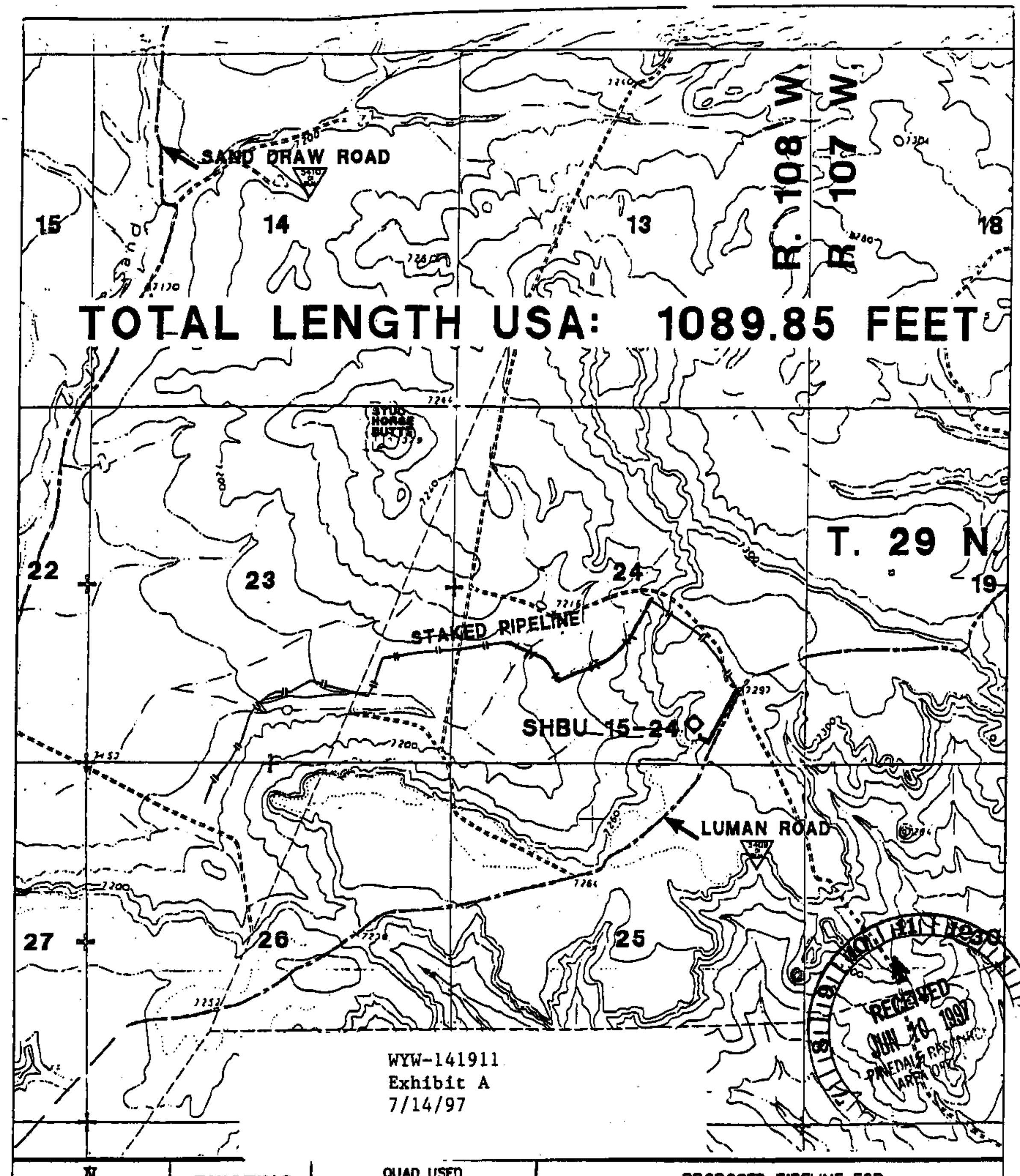
Landman
(Title)

7/23/97
(Date)

Judy A. Shemi
(Signature of Authorized Officer)

Area Manager
(Title)

7/25/97
(Effective Date of Grant)



WYW-141911
Exhibit A
7/14/97

N

GRIFFIN & ASSOCIATES, INC.
P.O. BOX 1089
1464 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-4892
(307)362-6892

EXISTING PIPELINE

PROPOSED PIPELINE

QUAD USED
STUD HORSE BUTTE

SCALE 1"=2000'
JOB No. 5002 DATE 4/25/97

PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

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 July 14, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

200

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Federal 15-24 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a northeasterly direction from the Stud Horse 15-24 well, located in the SE/4 Section 24, to a proposed pipeline under pending right-of-way in the SE/4 Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel the access road to the well.

The total length of the right-of-way is approximately 1,089.85 feet, of which 1,089.85 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

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objects installed shall be removed from the site upon completion of hydrostatic testing.

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The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
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EXHIBIT "A"
FORM 299
Studhorse Butte Unit 15-24 Well Connect
GAS GATHERING LINE APPLICATION
Page 1, Section

A) One 6 inch steel buried natural gas pipeline, approximately 1,089.85 feet in length, 1,089.85 feet on Federal lands, to connect:

	Location
Stud Horse Federal 15-24	SE/4 Sec. 24, T29N-R108W

to Mountain Gas Resources, Inc.'s pending right-of-way application for Trunk Pipeline in SE/4 Sec. 24, T29N-R108W

all in Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 1,089.85 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available with a maximum period of thirty years.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, two weeks to complete construction.

H) No temporary work areas needed.

STANDARD FORM 299 (3/94)
Prescribed by DOI/USDA/DOT
P.L. 96-487 and Federal
Register Notice 6-3-87

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED
OMB NO. 1004-0060
Expires: June 30, 1995

FOR AGENCY USE ONLY

Application Number

Date filed

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

1. Name and address of applicant *(include zip code)*

Mountain Gas Resources, Inc.
12200 North Pecos Street
Denver, CO 80234-3439

2. Name, title, and address of authorized agent if different from item 1 *(include zip code)*

M. Sue Park
Landman
Same Address

3. TELEPHONE *(area code)*

Applicant
(303) 450-8431

Authorized Agent
Same

4. As applicant are you? *(check one)*

a. ☐ Individual
b. ☒ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* *If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

a. ☒ New authorization
b. ☐ Renewing existing authorization No.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* *If checked, provide details under item 7*

6. If an individual, or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description *(describe in detail)*: (a) Type of system or facility, *(e.g., canal, pipeline, road)*; (b) related structures and facilities; (c) physical specificati *(length, width, grading, etc.)*; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration timing of construction; and (h) temporary work areas needed for construction *(Attach additional sheets, if additional space is needed.)*

See Exhibit "A"

Studhorse 15-24

8. Attach a map covering area and show location of project proposal — Attached

9. State or Loc government approval: ☐ Attached ☐ Applied for ☒ Not required

10. Nonreturnable application fee: ☒ Attached ☐ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No *(If "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Mountain Gas Resources, Inc. is engaged in the business of gathering natural gas from various producers in the area. We are technically and financially capable of constructng and maintaining this project.

(Continued on reverse)

This form is authorized for local reproducti

The pipeline route was selected as the most logical one to create the least amount of disturbance or disruption of the surface of the land.

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

The well and/or proposed pipeline is located on federal land managed by the BLM and it must cross federal lands in order to transport gas production to processing facilities and gas markets.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal *(construction, operation, and maintenance)*; (b) estimated cost of next best alternative; and (c) expected public benefits.

The pipeline is the only viable and economically feasible form of transportation for natural gas. The project cost is $ 15,000.00 No alternate route of which I am aware. Public benefits will be an increased supply of natural gas.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

These items have been covered in the Plan of Development (Construction and Use Plan) attached.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

These items have been covered by an Environmental Assessment prepared by the BLM -

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

None will be used.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management - Pinedale Resource Area

I HEREBY CERTIFY. That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant M. Sue Park Date 6-6-97

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

WY-30524

WYW-142314
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142314

---

1. A right-of-way is 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:

      Mountain Gas Resources
      12200 North Pecos Street
      Denver, CO 80234-3439

      receives a right to construct, operate, maintain, and terminate a 6 inch steel natural gas pipeline, on Federal lands described as follows:

         T. 29 N., R. 108 W.
         section 24, SW¼NW¼, NW¼SW¼.
         6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 1,689.4 feet long and contains 1.9 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269474

RECORDED Sept. 28, 1998 10:35 AM
IN BOOK 109 PAGE 209
FEES $24.00
SUBLETTE COUNTY PINEDALE WY
By Cathy Zorkin

(over)

WYW-142314

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 September 4, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

9-9-97
(Date)

Jesse A. Sheris
(Signature of Authorized Officer)

Area Manager
(Title)

9/11/97
(Effective Date of Grant)

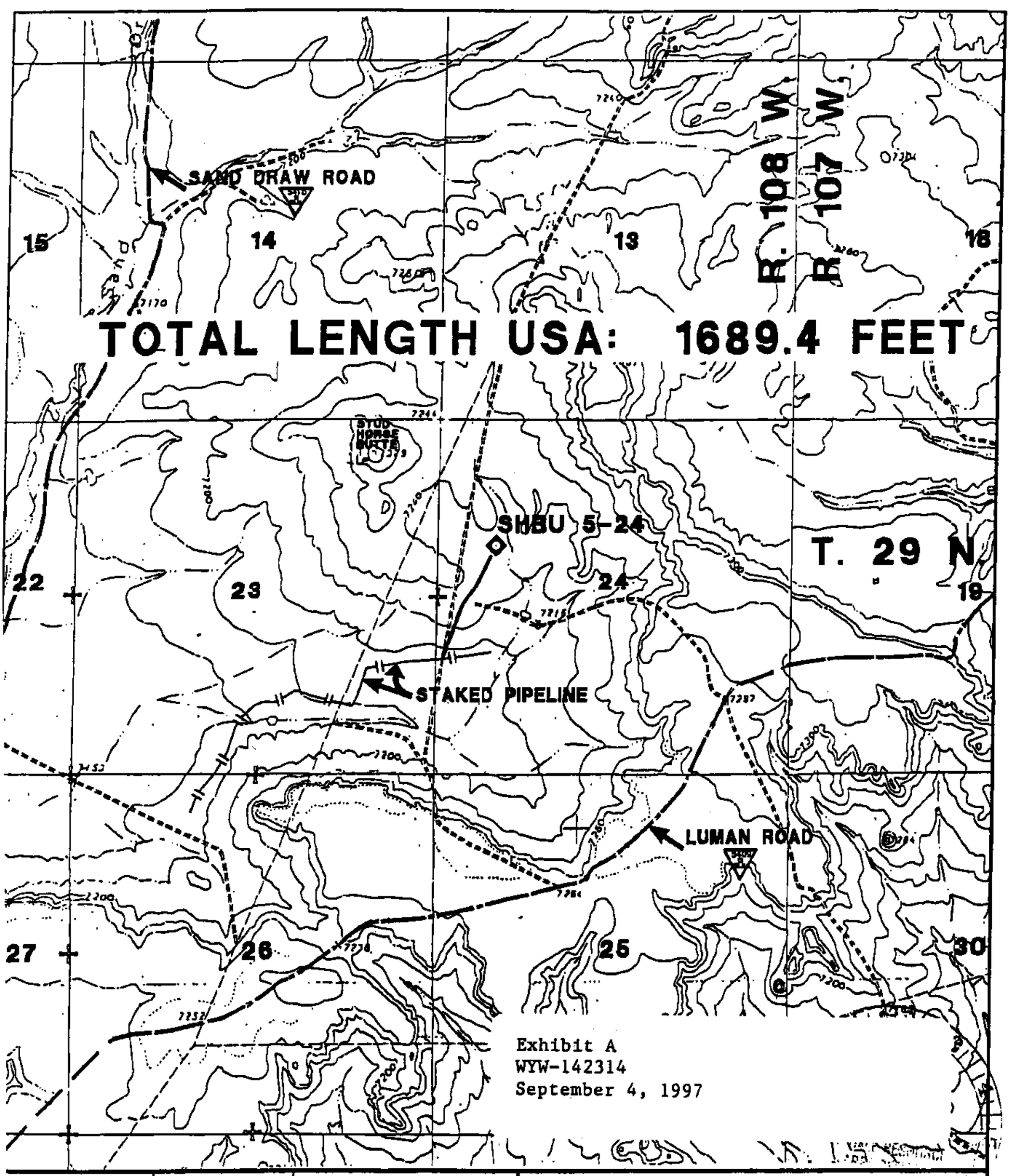


Exhibit A
WYW-142314
September 4, 1997

GRIFFIN & ASSOCIATES, Inc.
P.O. BOX 1088
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1088
(307)362-6028
Professional Land Surveying

EXISTING PIPELINE

PROPOSED PIPELINE

QUAD USED
STUD HORSE BUTTE

REVISED 6/4/97
SCALE 1"=2000'
JOB No. 5124 DATE 4/25/97

PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

WYW-142314
Exhibit B
September 4, 1997
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 September 4, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse 5-24 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch steel pipeline will head in a southerly direction from the Stud Horse 5-24 well, located in the NW/4 Section 24, to a point in the SW/4 Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel an access road.

The total length of the right-of-way is approximately 1,689.4 feet, of which 1,689.4 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 6 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

WY-30523

WYW-142332
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142332

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 4 inch steel natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 23, SW¼NE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 882.12 feet long and contains 1.02 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269475

RECORDED Sept. 28 1998 10:35 A.M.
IN BOOK 109 OR6 PAGE 219
FEES $28.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Foster

(over)

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 September 4, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

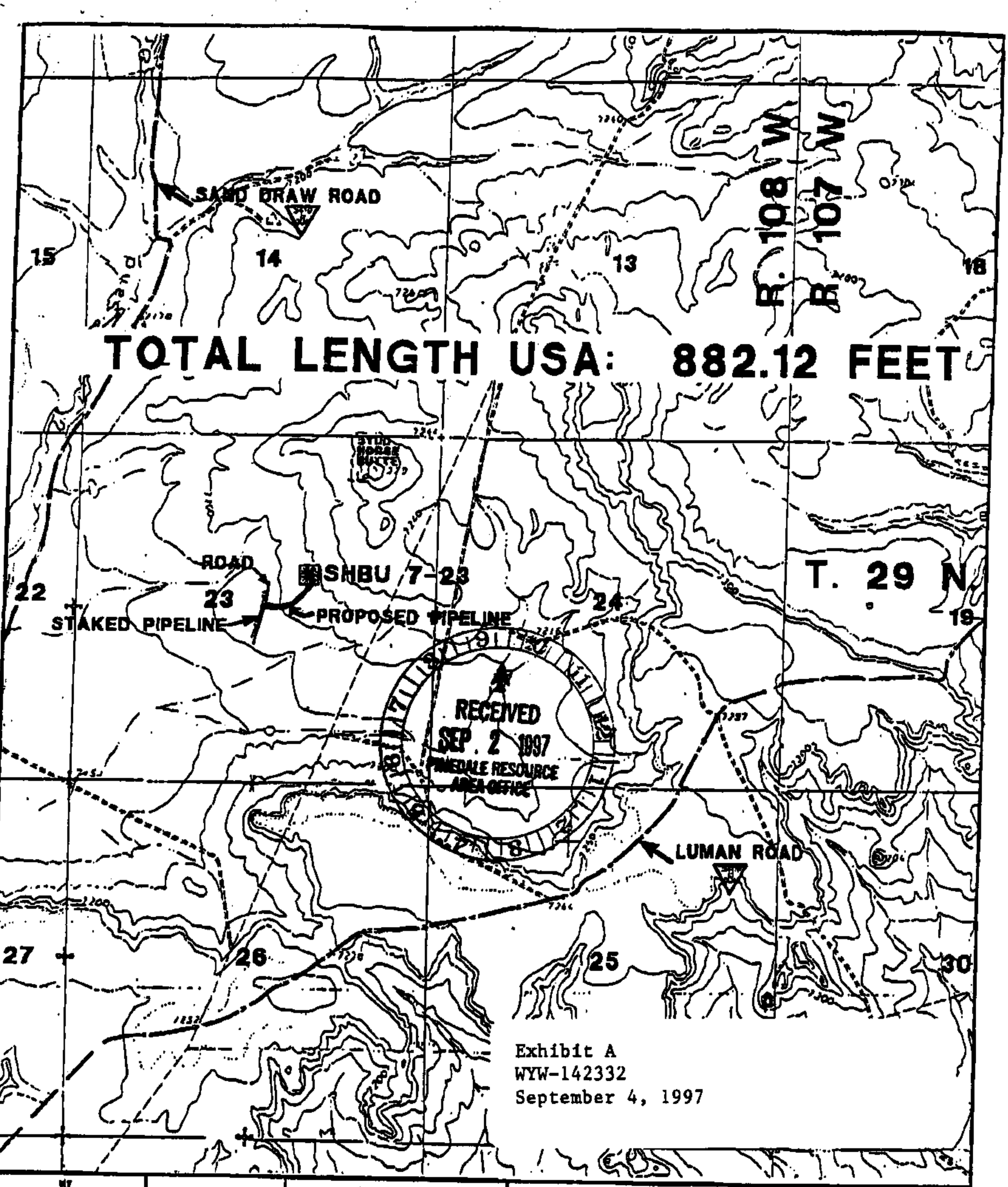
Landman
(Title)

9-9-97
(Date)

Leslie A. Theriaux
(Signature of Authorized Officer)

Area Manager
(Title)

9/11/97
(Effective Date of Grant)


SAND DRAW ROAD
15
14
13
18
R. 108 W.
R. 107 W.
TOTAL LENGTH USA: 882.12 FEET
STUD HORSE BUTTE
ROAD
SHBU 7-23
22
23
24
19
T. 29 N.
STAKED PIPELINE
PROPOSED PIPELINE
RECEIVED
SEP. 2 1997
PINEDALE RESOURCE AREA OFFICE
LUMAN ROAD
27
26
25
30
Exhibit A
WYW-142332
September 4, 1997
EXISTING PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
REVISED 8/28/97
JOB No. 5001 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

222

W-142332
Exhibit B
September 4, 1997
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 September 4, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

(over)

8. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of grouse nesting habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Butte 7-23 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 4 inch steel pipeline will head in a westerly direction from the Stud Horse Butte 7-23 well, located in the Northeast quarter of Section 23 to Mountain's pending right-of-way application for the Stud Horse Butte 13-14 well in the Northeast quarter of Section 23, all in Township 29 North, Range 108 West Sublette County, Wyoming. The pipeline will parallel an access rroad.

The total length of the right-of-way is approximately 882.12 feet, of which 882.12 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 4 inch steel, 0.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by th truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by e right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS

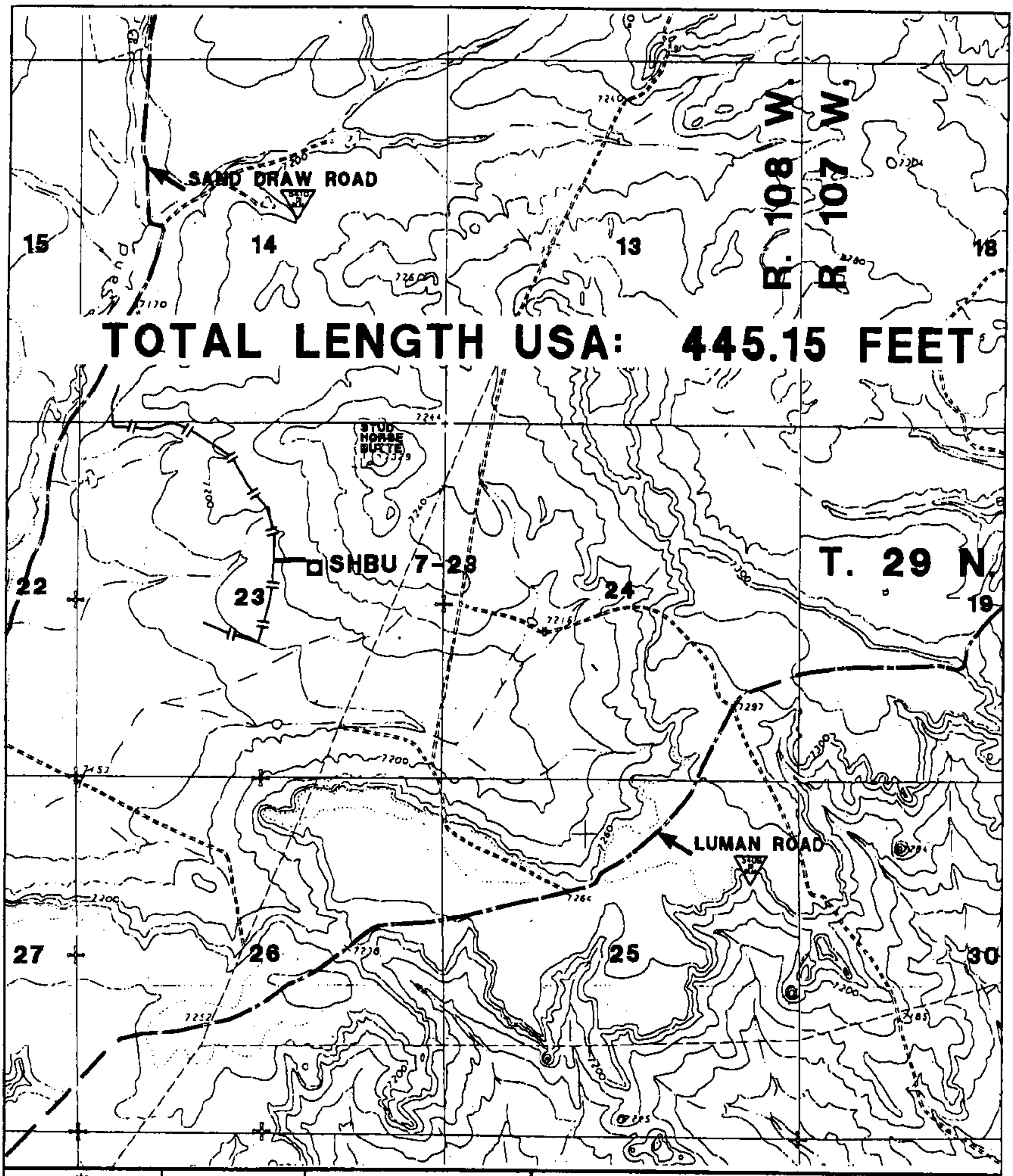
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.



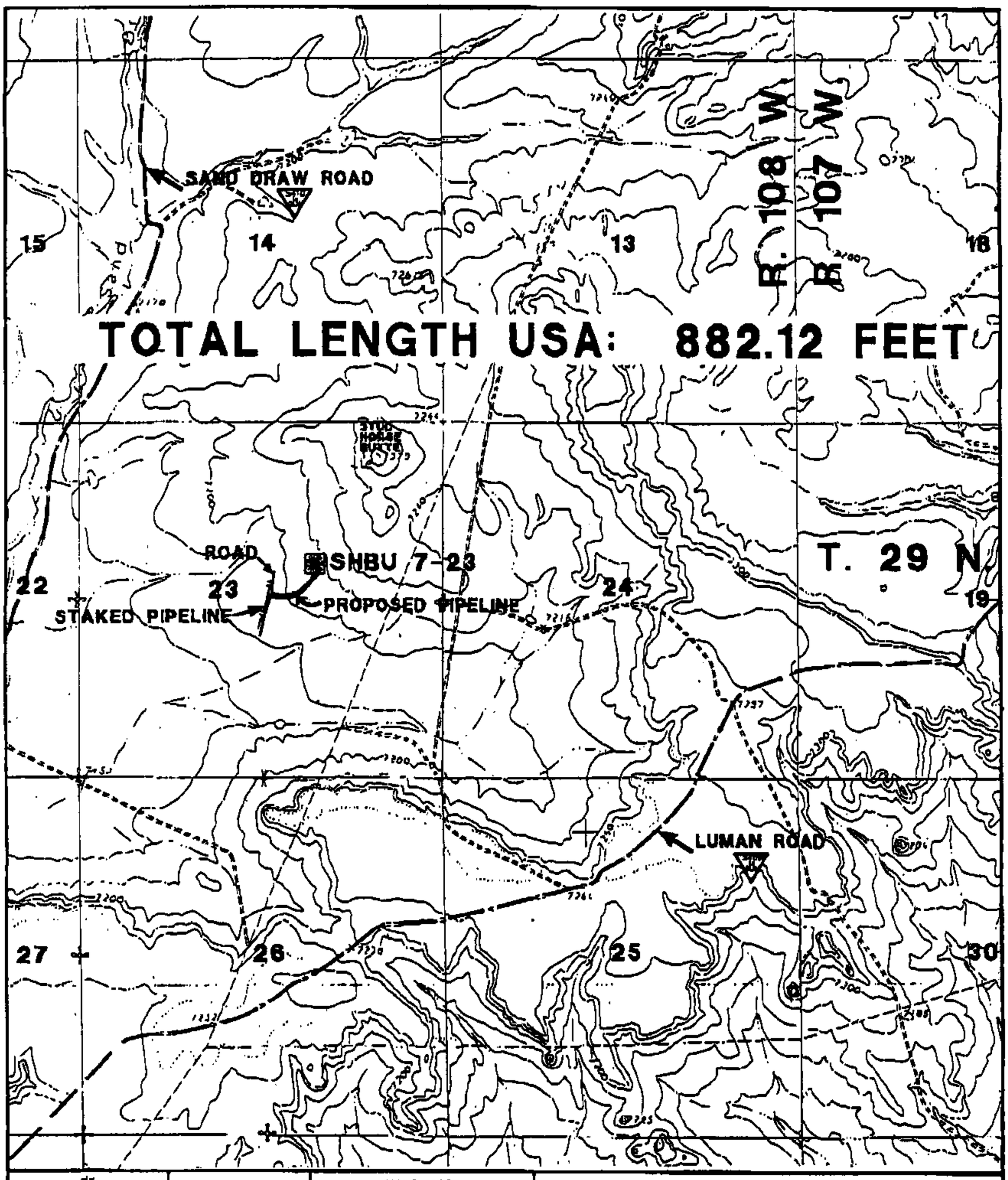
EXISTING PIPELINE

PROPOSED PIPELINE

QUAD USED
STUD HORSE BUTTE

SCALE 1"=2000'
JOB No. 5001 DATE 4/25/97

PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603


SAND DRAW ROAD
15
14
13
18
R. 108 W.
R. 107 W.
TOTAL LENGTH USA: 882.12 FEET
STUD HORSE BUTTE
ROAD
SHBU 7-23
22
23
24
19
T. 29 N.
STAKED PIPELINE
PROPOSED PIPELINE
LUMAN ROAD
27
26
25
30
EXISTING PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
SCALE 1"=2000'
REVISED 8/28/97
JOB No. 5001 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

232

WY-30930

WYW-140661
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140661

---

1. A right-of-way is 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:

   Mountain Gas Resources
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 12 inch natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 23, SE¼SW¼, SW¼SE¼;
   section 26, NE¼NW¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 2,310 feet long and contains 2.66 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269476

RECORDED Sept. 28, 1990 10:35AM
IN BOOK 109 OG PAGE 232
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

(OVER)

[redacted] [redacted] [redacted]

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 May 30, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Landman
(Title)

6-10-97
(Date)

Leslie A. Theiss
(Signature of Authorized Officer)

Area Manager
(Title)

6/12/97
(Effective Date of Grant)

[redacted]

WYW-140661
Exhibit B
May 30, 1997
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 May 28, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Federal 15-23 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed 4 inch steel pipeline will head in a southwesterly direction from the Stud Horse 15-23 well, located in the SE/4 Section 23, to an existing pipeline in the NW/4 Section 26, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel the access road to the well and placed 20 feet from East side of the road.

The total length of the right-of-way is approximately 2,310 feet, of which 2,310 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 4 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from

external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with

registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

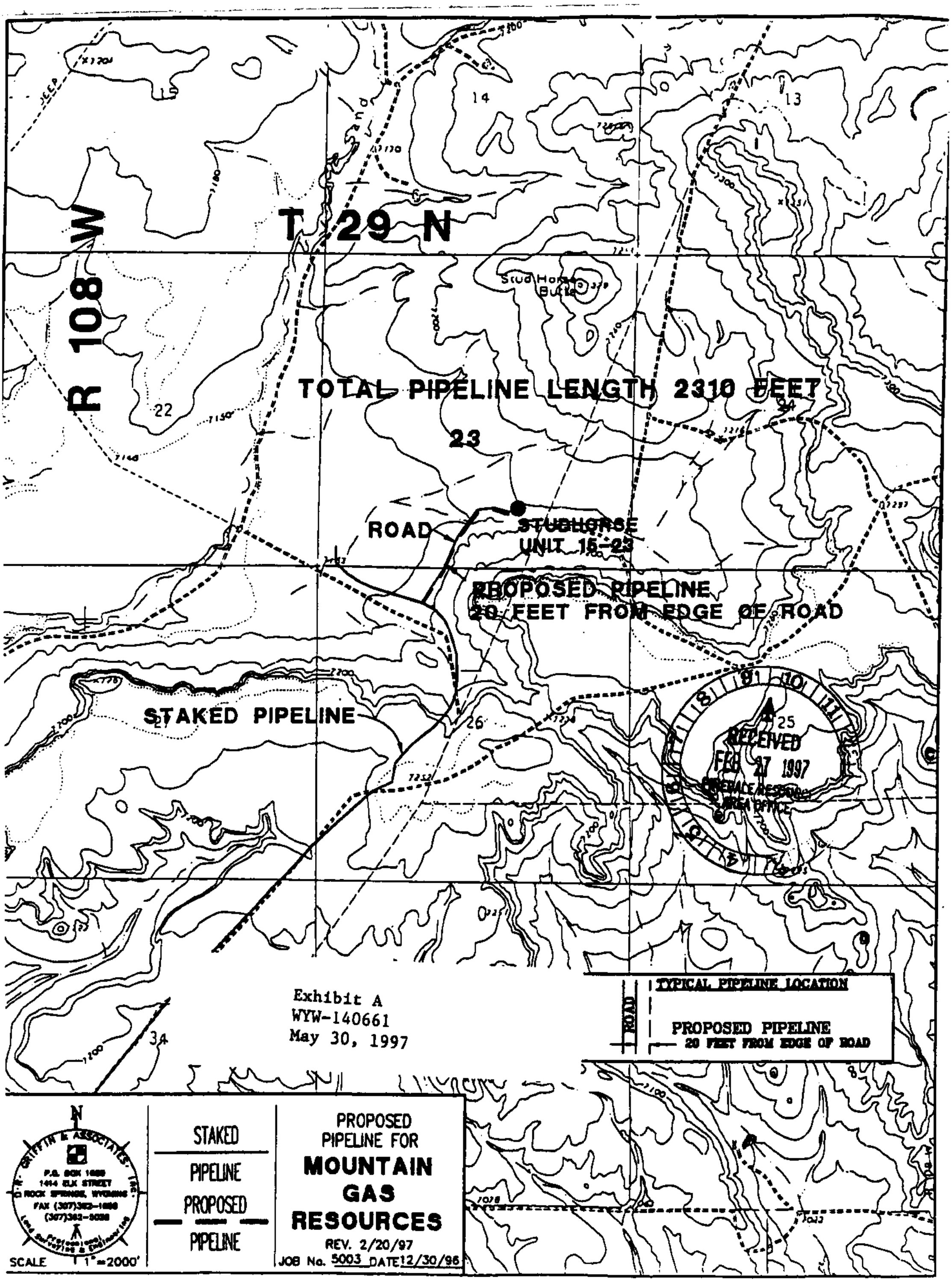


Exhibit A
WYW-140661
May 30, 1997

242

WY-2478

WYW-142305
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142305

---

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 4 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, S½SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 872 feet long and contains 1.0 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269477

RECORDED Sept. 28 1988 10:35AM
IN BOOK 109 OR6 PAGE 242
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scafton

(over)

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 July 14, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

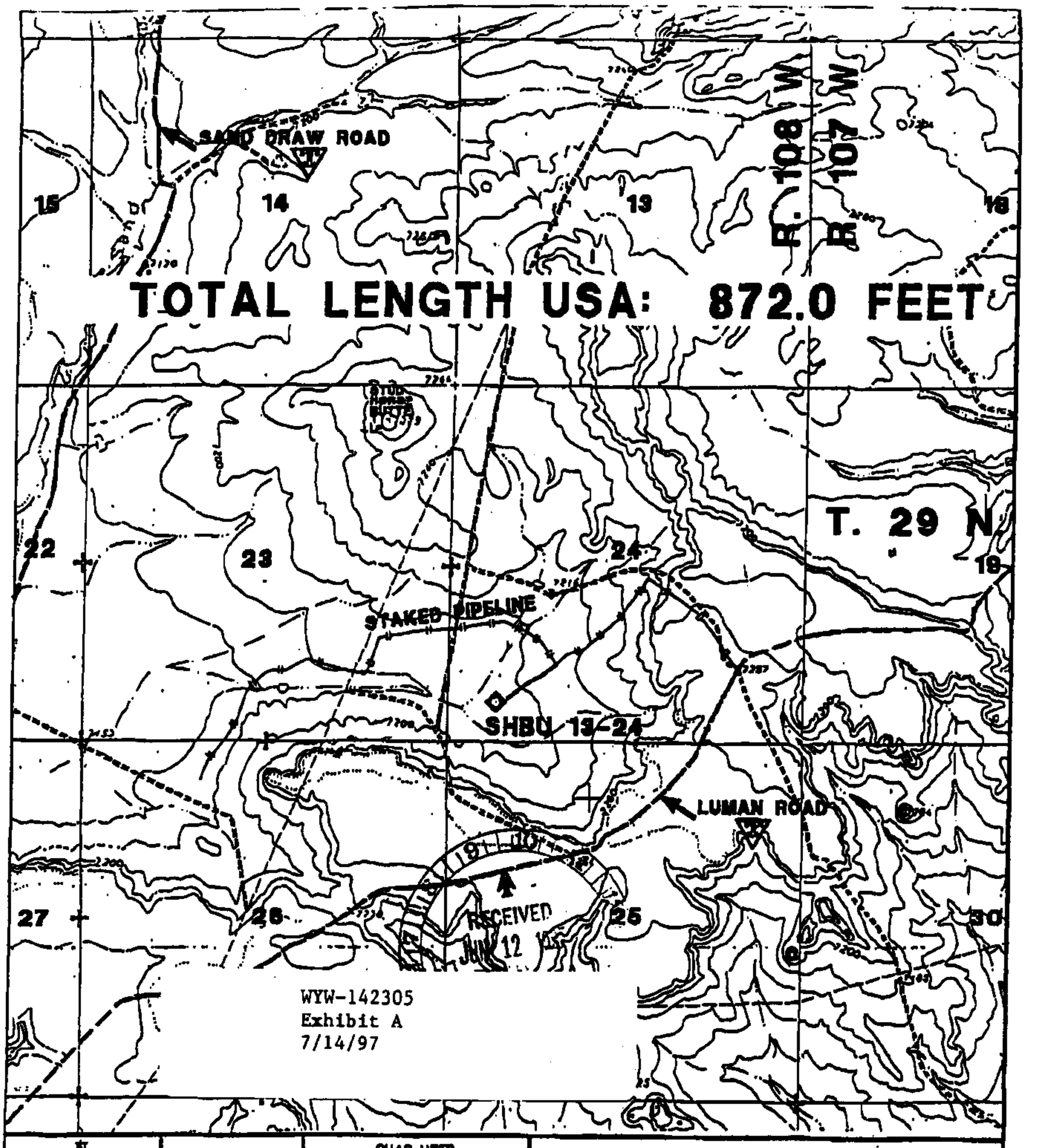
Landman
(Title)

7-17-97
(Date)

Douglas Powell
(Signature of Authorized Officer)

(Acting) Area Manager
(Title)

7/21/97
(Effective Date of Grant)


SAND DRAW ROAD
R. 108 W.
R. 107 W.
T. 29 N.
STAKED PIPELINE
SHBU 13-24
LUMAN ROAD
RECEIVED
JUN 12
15
14
13
18
22
23
24
19
27
26
25
30
TOTAL LENGTH USA: 872.0 FEET
WYW-142305
Exhibit A
7/14/97
EXISTING PIPELINE
PROPOSED PIPELINE
QUAD USED
STUD HORSE BUTTE
REVISED 6/4/97
SCALE 1"=2000'
JOB No. 5127 DATE 4/25/97
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
12200N. PECOS STREET
DENVER, COLORADO 80234
1(303)452-5603

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 July 14, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

EXHIBIT "A"
FORM 299
Studhorse Butte Unit 13-24 Well Connect
GAS GATHERING LINE APPLICATION
Page 1, Section

A) One 4 inch steel buried natural gas pipeline, approximately 872 feet in length, 872 feet on Federal lands, to connect:

	Location
Stud Horse Federal 13-24	SW/4 Sec. 24, T29N-R108W
to Mountain Gas Resources, Inc.'s pending right-of-way application for Trunk Pipeline in	SW/4 Sec. 24, T29N-R108W

all in Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 872 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available with a maximum period of thirty years.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, two weeks to complete construction.

H) No temporary work areas needed.

PLAN OF DEVELOPMENT
TO ACCOMPANY

Stud Horse Federal 13-24 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 4 inch steel pipeline will head in a northeasterly direction from the Stud Horse 13-24 well, located in the SW/4 Section 24, to a pending right-of-way in the SW/4 Section 24, all in Township 29 North, Range 108 West, Sublette County, Wyoming. The pipeline will parallel the access road to the well.

The total length of the right-of-way is approximately 872 feet, of which 872 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline will consist of 4 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with

provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

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.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or

objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted

Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations), Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

WY-3045

WYW-142313
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-142313

---

1. A right-of-way is 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:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 23, S½NW¼, NE¼SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,238.24 feet long and contains 2.6 acres, more or less.

c. This instrument 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.

d. This instrument 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.

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.

269478

RECORDED Sept. 28, 1998 10:35 AM
IN BOOK 109 OR 6 PAGE 253
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

(over)

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 August 11, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

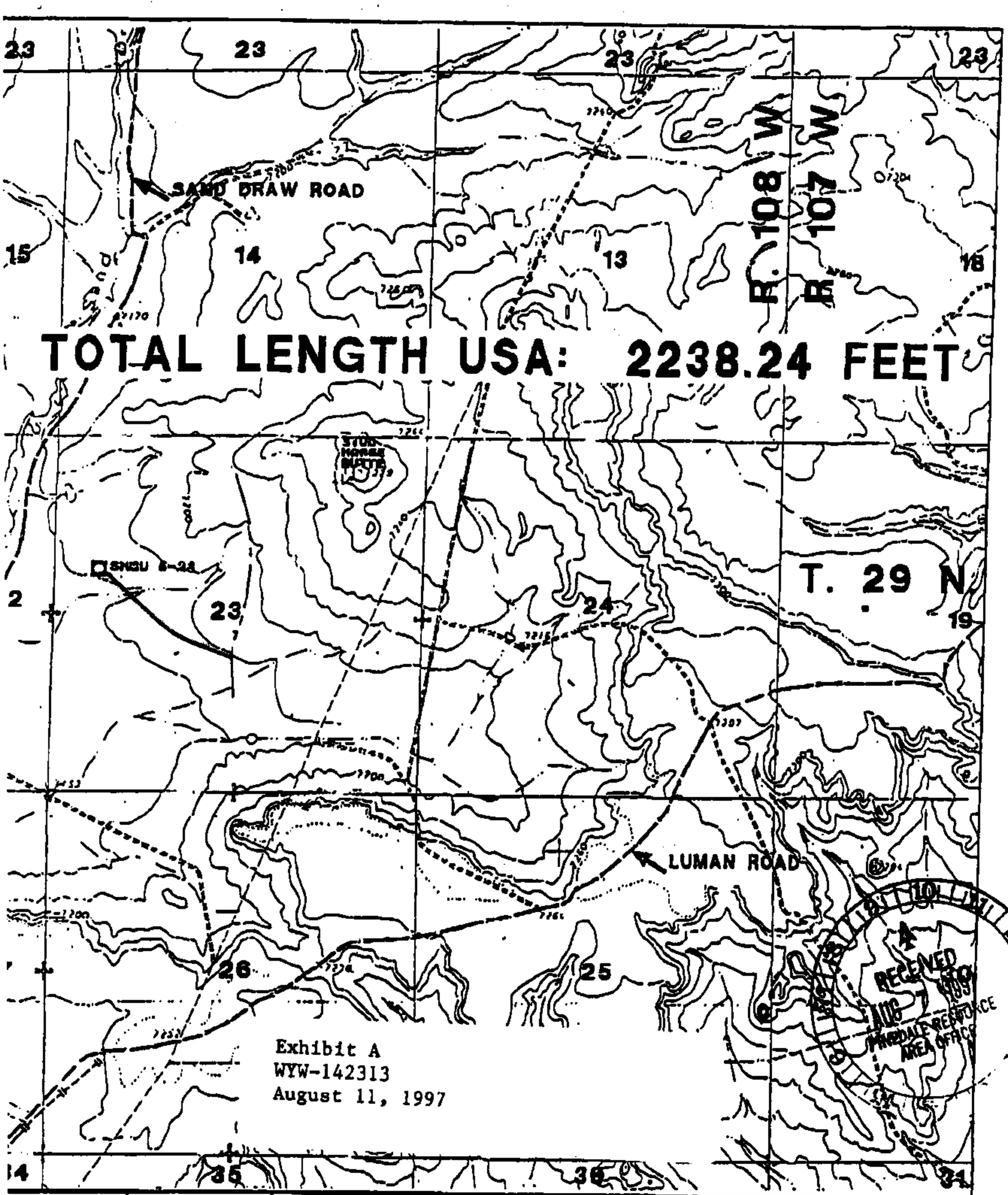
Landman
(Title)

8-18-97
(Date)

Leslie B. Thiem
(Signature of Authorized Officer)

Area Manager
(Title)

8/21/97
(Effective Date of Grant)



[illegible]	STAKED PIPELINE PROPOSED PIPELINE	QUAD USED STUD HORSE BUTTE SCALE 1"=2000' JOB No. 5121 DATE 7/30/97	PROPOSED PIPELINE FOR **MOUNTAIN GAS RESOURCES, INC.** **12200N. PECOS STREET** **DENVER, COLORADO 80234** **1(303)452-5603**

256

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 August 11, 1997. 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.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

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

7. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of grouse nesting habitat.

   Any exceptions to this requirement must have prior written approval from the authorized officer.

(over)

8. An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

258

Wy-29501

WYW-140015
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140015

---

1. A right-of-way is 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:

   Western Gas Resources, Incorporated
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 4 inch OD buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 21, SW¼SE¼;
   section 28, NW¼NE¼, E½NW¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 3,100 feet long and contains 3.6 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269479

RECORDED Sept. 28, 1998 10:35 AM
IN BOOK 109 Pg 6 PAGE 258
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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 December 6, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

M. Sue Park
(Signature of Holder)

Julie A. Gleim
(Signature of Authorized Officer)

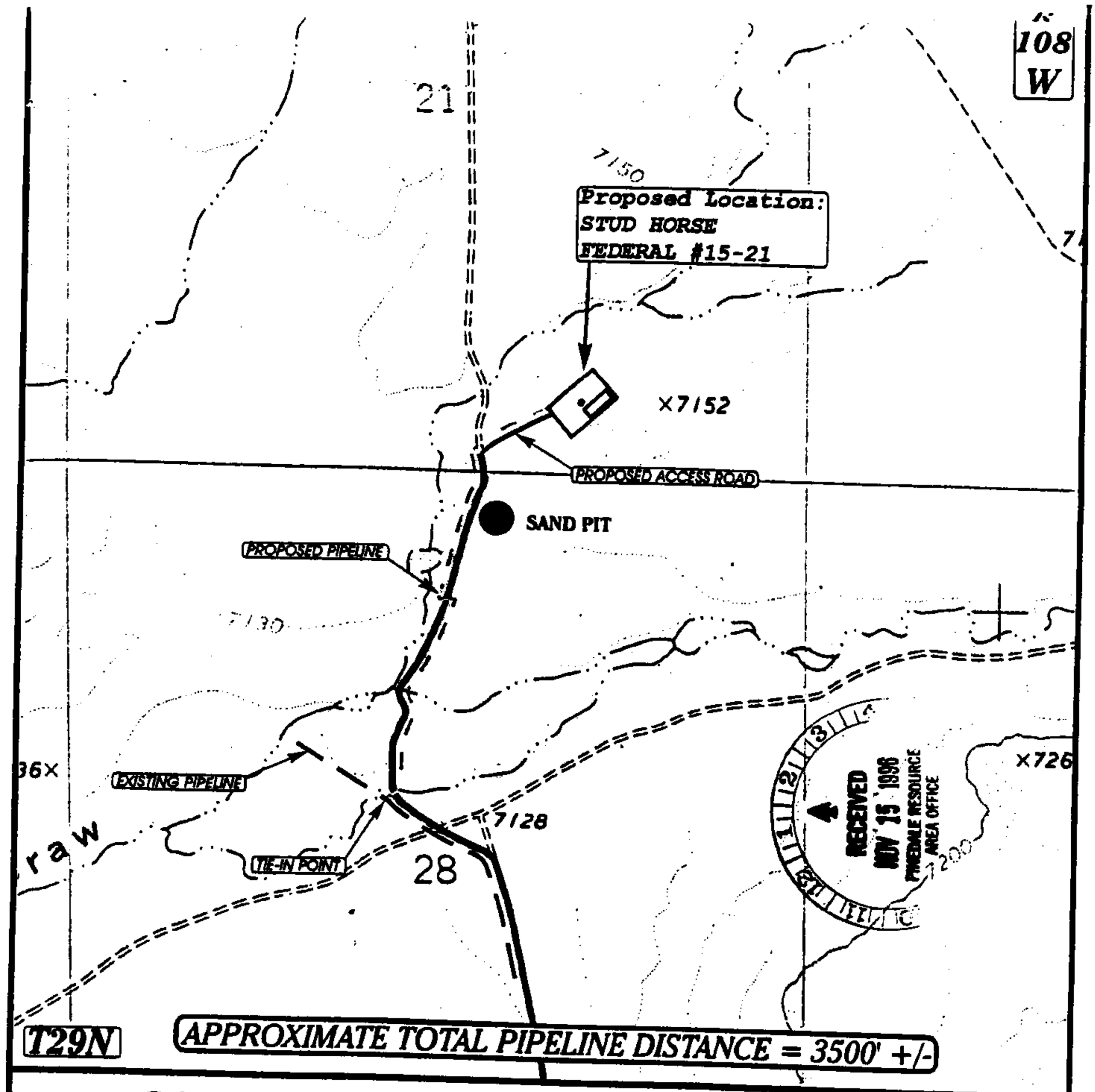
Landman
(Title)

Area Manager
(Title)

12-13-96
(Date)

12/23/96
(Effective Date of Grant)

260



TOPOGRAPHIC
MAP "C"

UELS

— — — — Existing Pipeline
- - - - - Proposed Pipeline

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (801) 789-1017

WESTERN GAS RESOURCES, INC.

STUD HORSE FEDERAL #15-21
SECTION 21, T29N, R108W, 6th P.M.

DATE: 9-13-96
Drawn by: D.COX
Revised: 11-8-96 D.COX

WYW-140015
Exhibit A
12/6/96

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 December 6, 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.

6. Construction activity and surface disturbance will be prohibited during the period from 2/1 to 7/31 for the protection of sage grouse.

   Any exceptions to this requirement must have prior written approval from the authorized officer.

262

WY-2[illegible]29

WYW-140014
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-140014

---

1. A right-of-way is 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:

   Western Gas Resources, Incorporated
   12200 North Pecos Street
   Denver, CO 80234-3439

   receives a right to construct, operate, maintain, and terminate a 4 inch OD buried natural gas pipeline, on Federal lands described as follows:

   T. 29 N., R. 108 W.
   section 23, SW¼SW¼;
   section 26, E½NW¼, NW¼NW¼, NE¼SW¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 50 feet wide, 5,300 feet long and contains 6.08 acres, more or less.

   c. This instrument 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.

   d. This instrument 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.

   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.

269480

RECORDED Sept. 28, 19 98 10:35 AM
IN BOOK 109 046 PAGE 262
FEES $ 18.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

(over)

[redacted] [redacted] [redacted]

WYW-140014

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 October 31, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Sue Park
(Signature of Holder)

Landman
(Title)

11-5-96
(Date)

Jodi A. Illeris
(Signature of Authorized Officer)

Area Manager
(Title)

11/12/96
(Effective Date of Grant)

"EXHIBIT A"

CONSTRUCTION, OPERATION AND MAINTENANCE PLAN

STUD HORSE FEDERAL #13-23 PROPOSED PIPELINE

SECTIONS 23 & 26, T29N, R108W, 6th P.M.

WESTERN GAS RESOURCES, INC. applies for a natural gas pipeline right-of-way under Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

I. PROJECT DESCRIPTION

A. A buried 4" O.D. dehydrated pipeline and related facilities (including valves, metering equipment and dehydrator).

B. The proposed pipeline will connect the Stud Horse Federal #13-23 to the proposed 4" buried pipeline in Sec. 26, T29N, R108W.

C. The 4" O.D. pipeline route will cross approximately 5300' of BLM land located in Sublette County, Wyoming described as: T29N, R108W, Section 26, W/2, appx. 5050' and Section 23, SW/4 SW/4, appx. 250'. A map with the proposed route of the pipeline highlighted is attached and marked Exhibit "C".

A permanent right-of-way is requested for an area approximately 5300' in length and 50' wide containing appx. 6.08 acres.

D. The length of term for the right-of-way is requested for a period of thirty years.

E. The pipeline will be in operation year-round.

F. The volume of the natural gas is not known at this time.

G. Construction will begin upon completion of well and upon BLM authorization.

II. PRE-CONSTRUCTION

A. A flagged survey has been established along the proposed route. The surveyed route is the shortest, most direct route to connect the well to an existing pipeline and will thereby minimize damage to federal lands. The pipeline will run parallel to the access road, approximately 18' from the edge, and will tie-in to the proposed 4" buried pipeline in Section 26. Trenches for the pipeline will be 4'-5' deep, except at road crossings where the depth will be 6'. The width of the trench will be 16" if a trencher is used or 24" if a backhoe is used for digging. The type of equipment used will be determined at the time of construction. Every effort will be made to notify the BLM of the equipment used before construction begins. All working area will be confined to the access road and borrow ditch.

B. Western Gas Resources, Inc. shall comply with all applicable federal, state and local laws and regulations as they relate to public health, safety and environmental protection in the construction, operation, and maintenance of this facility. No toxic substances will be stored or used on the right-of-way.

C. All safety measures have been considered in the design, construction, operation and maintenance of the facility. Western Gas Resources will have inspectors present during construction. Any accidents to persons or property on federal lands will immediately be reported to the authorized officer.

D. An archaeologist has been contracted to complete a cultural resource inventory for the proposed route. The report will be submitted.

If any cultural remains, monument sites, objects or antiquities subject to the Antiques Act of June 8, 1906, or Archaeological Resources Protection Act of 1979, are discovered, the activities shall cease immediately and the responsible authorized officer shall be notified.

If any fossils are discovered during construction, the operator shall cease construction immediately and notify the authorized BLM officer so as to determine the significance of the discovery.

E. Environmental Effects.

1. Air Quality. Because of the minimal scope of the project and the short duration of construction activities, no adverse impacts to air quality are expected.

2. Visual Impact. Above-ground structures shall be painted to blend with the surrounding landscape. Visual quality objectives for this land management unit shall not be adversely impacted.

3. Water Quality. The proposed facility does not cross any perennial streams that are located on federal lands, and should not effect surface or ground water quality and quantity.

4. Noise. Noise from the construction activities will create a temporary disruption of ambient conditions; however, any disruption should be of relatively short duration.

5. Aesthetics. The construction of the proposed facility will not have any significant impact on the surrounding environment. Any actual construction impacts will be temporary.

III. CONSTRUCTION

A. Notification. Your office will be notified at least 24 hours prior to the start of construction and 24 hours prior to surface reclamation work.

B. Saturated Surfaces. All construction and maintenance activities shall cease when soils or road surfaces on federal lands become saturated to the extent that construction equipment is unable to stay within the right-of-way and/or when activities cause irreparable harm to roads, soils or live flowing streams.

C. The right-of-way will be scalped to clear vegetation. Trenching will be done using a backhoe or ditcher. Sideboom tractors will be used to place the pipeline in the trench after the pipe has been welded and coated. After the pipeline is in place, the soils from the trench will be returned and compacted to prevent subsidence.

D. The pipeline will be pressure tested with existing gas supplies prior to being placed in service.

E. All construction equipment and vehicles shall be confined to using existing roads and the right-of-way.

IV. POST CONSTRUCTION

A. Disturbed areas. All disturbed areas will be final graded to as close as possible to its original condition.

B. Erosion. Erosion control structures such as water bars or "kicker dikes" will be constructed. Water bars will be placed approximately every 25' on steep slopes to prevent erosion over the right-of-way.

C. Drainages. Any drainages encountered during construction will be cleared of dirt and debris and backsloped as near as possible to their original condition to allow for continuance of the previous flow pattern.

D. Painting. All above-ground facilities will be painted with the Carlsbad Canyon 2.5 Y 6/2 color or similar color to blend in with the surrounding-area.

E. Seeding. Western Gas Resources, Inc. will seed all disturbed areas with the following seed mixture:

4 lb PLS/acre Rosana Western Wheatgrass
4 lb PLS/acre Critana Thickspike Wheatgrass
4 lb PLS/acre Indian Ricegrass
2 lb PLS/acre Winterfat
2 lb PLS/acre Four-winged Saltbrush

The seedbed will be prepared by disking or ripping following the natural contour of the land. Drill seed will be contoured at a depth no greater than 1/2 inch. In the areas that cannot be drilled, the seed will be broadcast at double the above seeding rate and harrowed in the soil. Certified seed will be used if possible. Seeding will occur during spring or late fall seasons when ground frost is not present.

V. SPECIAL CONSIDERATIONS

A. Waste Disposal. All waste caused by construction activities will be removed and disposed of in an authorized area or approved landfill.

B. Pesticide Use. Western Gas Resources, Inc. will comply with the applicable federal and state laws and regulations concerning the use of pesticides. Any use of pesticides shall be approved, in advance, by the authorized officer.

C. Western Gas Resources, Inc. shall be responsible, to every extent possible, to control noxious weeds within the right-of-way.

VI. ABANDONMENT

A. Prior to abandoning the facilities, Western Gas Resources, Inc. will submit a Plan of Abandonment to the authorized officer for approval.

[redacted] [redacted] [redacted]

WYW-140014
Exhibit B
October 31, 1996
2800 (460)

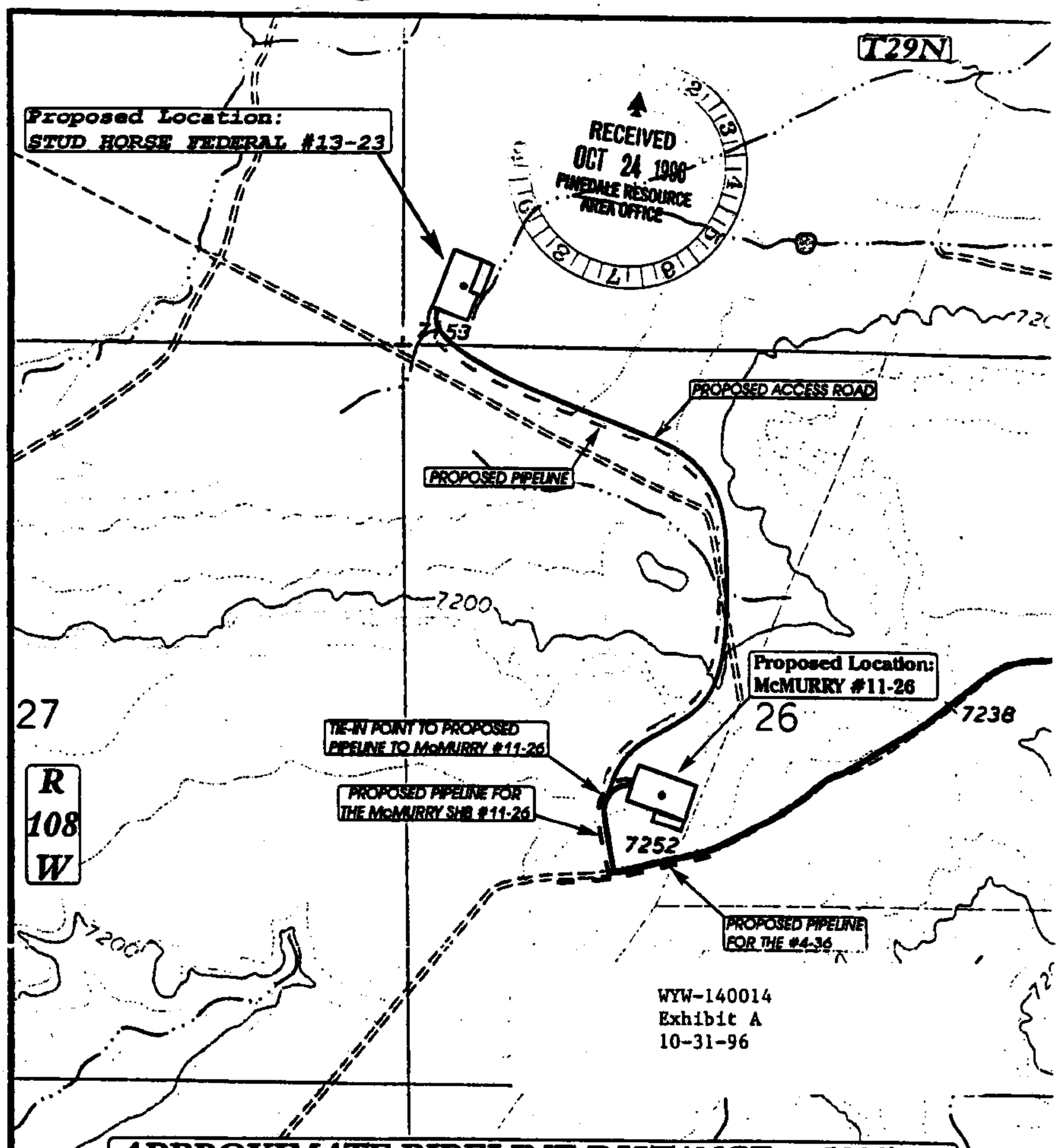
1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written 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 October 31, 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.


T29N
Proposed Location:
STUD HORSE FEDERAL #13-23
RECEIVED
OCT 24 1996
PINEDALE RESOURCE
AREA OFFICE
PROPOSED ACCESS ROAD
PROPOSED PIPELINE
7200
Proposed Location:
McMURRY #11-26
26
7238
27
TIE-IN POINT TO PROPOSED
PIPELINE TO McMURRY #11-26
PROPOSED PIPELINE FOR
THE McMURRY SHB #11-26
7252
R
108
W
PROPOSED PIPELINE
FOR THE #4-36
WYW-140014
Exhibit A
10-31-96
APPROXIMATE PIPELINE DISTANCE = 5300' +/-
TOPOGRAPHIC
MAP "C"
Existing Pipeline
Proposed Pipeline
UEIS
UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (801) 789-1017
SCALE: 1" = 1000'
WESTERN GAS RESOURCES, INC.
STUD HORSE FEDERAL #13-23
SECTION 23, T29N, R108W, 6th P.M.
DATE: 9-16-96
Drawn by: D.COX

Form 3000-3a
(November 1990)

[redacted]

UNITED STATES
DEPARTMENT OF [redacted]ERIOR
BUREAU OF LAND MANAGEMENT

FORM AP[redacted]
OMB NO. [redacted]
Expires: July 31, 1992

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

Lease Serial No.

W-021953-A

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)* Crown Oil & Gas Company, Inc.
   Street 152 Calpet Road, PO Box 519
   City, State, ZIP Code Big Piney, Wyoming 83113

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West, 6th P.M. Section 35: Lot 9 Containing 13.19 acres, more or less Sublette County, Wyoming	15.00%	15.00%	-0-	n/a	n/a

269489

RECORDED Sept 28 19 98 3:00 PM
IN BOOK 109 of Misc PAGE 269
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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.

270

STATE OF NEW MEXICO)
§
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 21st day of September, 1998, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:
1-8-2000

Barbara Hixson
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 21st day of September, 19 98

Name of Transferor Yates Petroleum Corporation
Please type or print

Transferor or Attorney-in-fact (Signature)

105 South Fourth Street
(Transferor's Address)

Artesia NM 88210
(City) (State) (Zip Code)

Executed this 25th day of September, 19 98

Crown Oil & Gas Company, Inc.

Transferee or Attorney-in-fact By: David W. Will, Pres. (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

RECEIVED
MAY - 9 1952
Bureau of Land Management
Land and Survey Office
Cheyenne, Wyoming

Form approved.
Budget Bureau No. 42-R990.1.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office 015315
Serial No. .....
Receipt No. .....

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS
(Fill in on a typewriter or print plainly in ink and sign in ink)

1. Mrs. Mary Alice Guensel

P. O. Address 7921 White Settlement Road, Fort Worth, Texas

hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested		3. Land included in lease (Not to be filled in by Offeror)
Wyoming (State)	Sublette (County)	WYOMING (State)	SUBLETTE (County)
T. 33N., R. 109W., 6th P. Meridian		T. 33 N., R. 109 W., 6th P. Meridian
Section 32: W/2	320 Ac.	sec. 32, W½;
T 32N. R109W 6th P.M.		T. 32 N., R. 109 W.,
Section 7: Lots 1,2,5,6,7, 8,11 and 12	320 Ac.	sec. 7, lots 1, 2, 5, 6, 7, 8, 11, 12;
Section 18: E 1/2	320 Ac.	sec. 18, E½;
Section 19: E 1/2	320 Ac.	sec. 19, E½;
Section 20: All	640 Ac.	sec. 20, all;
Section 21: W 1/2	320 Ac.	sec. 21, W½;
Section 29: W 1/2	320 Ac.	sec. 29, W½;
Total Area 2560 Acres		Total Area 2560.00 Acres
		Rental retained $ 1280.00

269506

RECORDED September 28 1998 M 9:50A
IN BOOK 109 D-6 PAGE 271
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathi Rupe

CERTIFIED to be a true and correct copy of the official records on file

SEP 17 1998
BUREAU OF LAND MANAGEMENT

4. Amount remitted: Filing fee $10, Rental $ 1280.00, Total $ 1290.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born Yes Naturalized ..... Corporation or other legal entity (specify what kind): Individual

(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation, and Forest stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 6th day of May 19 52.

Witnesses
John Wilson, 7 Howest 5th St, Ftworth Tex (Name and address)
Mary Alice Guensel (Lessee signature)
(Name and address)
(Lessee signature)
(Attorney-in-fact)

A lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA
MAY 29 1952
By (Signing officer)
Manager, Land and Survey Office (Title)

JUN 1 1952
Effective date of lease

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.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 191.43 (a).
16—63057-4

271

272

LEASE TERMS

INSTRUCTIONS :

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998

BUREAU OF LAND MANAGEMENT

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and says:

That I am of lawful age and reside in the City and County of Denver, State of Colorado;

That I am the Land Manager of Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5825; and

That the attached Transfer, Assignment, or Sublease Lease of Operating Rights in Oil and Gas Lease dated August 15, 1982, from El Paso Natural Gas Company to El Paso Exploration Company, conveying 20% (40% of 50%) interest in Federal Oil & Gas Lease Serial Number WYW - 015315, is a certified copy of said assignment, the original of which was filed with the United States Department of Interior, Bureau of Land Management, and approved effective October 1, 1982.

Signed this 22nd day of September, 1998.

Robin Benko

Robin Benko, Land Manager
Ultra Resources, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 22nd day of September, 1998, before me, the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the Land Manager of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

SEAL

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires: March 17, 2000

269507

RECORDED September 29 1998 8:50 A M
IN BOOK 109 P & G PAGE 273
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Mary L Campbell

By Mark Pape

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

* FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
NM-015315

Lease effective date
June 1, 1952

1982 SEP 20 AM 9:
RECEIVED
CHEYENNE, WYOMING

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
El Paso Exploration Company

Address *(include zip code)*
P. O. Box 1492, El Paso, Texas 79978

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 32 North, Range 109 West
Section 7: Lots 2,5,7,8,11,12
Section 18: E/2
Section 19: E/2
Section 20: All
Section 21: W/2

Township 33 North, Range 109 West NW
Section 32: SW/4, S/2 NW/4, NE/4 SW/4

(Containing 2,120.00 acres, more or less)
Sublette County, Wyoming

3. Specify interest or percent of operating rights being conveyed to assignee	20% (40% of 50%)
4. Specify interest or percent of operating rights being retained by assignor	30% (60% of 50%)
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of August, 19 82.

EL PASO NATURAL GAS COMPANY

BY: T. H. Campbell
(Assignor's Signature) Attorney-in-Fact
TFH

P. O. Box 1492
(Assignor's Address)

El Paso, Texas 79978
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Glenda M. Sanchez
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 29 1982
ORIGINAL (Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 17 1998
BUREAU OF LAND MANAGEMENT

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed NM-43000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the 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 drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of August, 19 82.

EL PASO EXPLORATION COMPANY

BY: C T Hullenkamp Vice President — P. O. Box 1492
(Assignee's Signature) (Assignee's Address)

ATTEST:

James R Rumsey
Assistant Secretary — El Paso, Texas 79978
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
BUREAU OF LAND MANAGEMENT

GPO 833 - 899

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and says:

That I am of lawful age and reside in the City and County of Denver, State of Colorado;

That I am the Land Manager of Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5825; and

That the attached Transfer, Assignment, or Sublease Lease of Operating Rights in Oil and Gas Lease dated August 15, 1982, from El Paso Natural Gas Company and El Paso Exploration Company to Mountain Fuel Supply Company, conveying 25% (50% of 50%) interest in Federal Oil & Gas Lease Serial Number WYW - 015315, is a certified copy of said assignment, the original of which was filed with the United States Department of Interior, Bureau of Land Management, and approved effective October 1, 1982.

Signed this 22nd day of September, 1998.

Robin Benko

Robin Benko, Land Manager
Ultra Resources, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 22nd day of September, 1998, before me, the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the Land Manager of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

SEAL

E. Marks

Notary Public

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires: March 17, 2000

269508

RECORDED September 29 1998 8:50 AM
IN BOOK 109 O+G PAGE 276
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Kate Pape

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No. W-015315

Lease effective date June 1, 1952

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
Adelle A. Kwalski
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

1982 SEP 30 A 9:30

BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

PART I

1. Assignee's Name
Mountain Fuel Supply Company

Address (include zip code)
P. O. Box 11368, Salt Lake City, Utah 84139

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 32 North, Range 109 West
Section 7: Lots 2,5,7,8,11,12
Section 18: E/2
Section 19: E/2
Section 20: All 640.00 Section 21: W/2
(Containing ~~1,920.00~~ acres, more or less)
Sublette County, Wyoming

Limited as to depth from the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in the Mesa Unit No. 1 well drilled in the Northeast one-quarter (NE/4) of Section 7, Township 32 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	25% (50% of 50%)
4. Specify interest or percent of operating rights being retained by assignor	25% (50% of 50%)
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" attached hereto and made a part hereof.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of August, 1982.

EL PASO NATURAL GAS COMPANY
P. O. Box 1492
El Paso, TX 79978
BY: L. M. Campbell
(Assignor's Signature) Attorney-in-Fact

EL PASO EXPLORATION COMPANY
P. O. Box 1492
El Paso, TX 79978
T. Hollenback
(Assignee's Address) Vice President

ATTEST:
James R. Permenter
(City) (State) Asst. Secy. (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Gloria M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 29 1982
(Date)

ORIGINAL

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-0153814.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [XX] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the 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 drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 27th day of September, 19 82.

MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey

(Assignee's Signature)

J. L. Healey, Attorney-in-Fact

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368

(Assignee's Address)

Salt Lake City, Utah 84139

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1982

BUREAU OF LAND MANAGEMENT

GPO 833-058

EXHIBIT "A"

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated August 15, 1982 from El Paso Natural Gas Company, as Assignor, to Mountain Fuel Supply Company, as Assignee.

...OF THE INTERIOR
...AGEMENT
1982 SEP 30 A 9:30
...
...RENNE, WYOMING

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment"), Assignor and Assignee in the Assignment have agreed and do hereby agree as follows:

The Assignment is made in accordance with and subject to all terms, provisions, and conditions of that certain Farmout Agreement dated September 4, 1980, by and between El Paso Natural Gas Company and Mountain Fuel Supply Company, said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assignment. The Assignment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

Assignee assumes and agrees to perform and fulfill all of the terms, conditions and covenants contained in the lease described in the Assignment insofar and only insofar as said lease covers and includes operating rights in the lands and depths covered by the Assignment, and Assignee further agrees to operate under such lease in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands and depths covered by the Assignment.

Assignee shall indemnify Assignor against and shall hold Assignor harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from the use by Assignee of the lands subject to the Assignment. In like manner, Assignor shall indemnify Assignee against and shall hold Assignee harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from injury to property caused by or in any manner arising out of or incident to the use by Assignor of the lands describd in the Assignment.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 17 1998
BUREAU OF LAND MANAGEMENT

In the event Assignee shall at any time desire to surrender, release, abandon or otherwise terminate any or all of its interest in the lease and lands described in the Assignment, it shall first give written notice of such desire to Assignor at least sixty (60) days prior to such surrender, release, abandonment or termination and in no event less than sixty (60) days prior to the date by which any obligations or actions must be performed or taken in order to maintain and continue such lease or portions thereof in effect, and Assignor shall have thirty (30) days from receipt of such notice in which to elect to receive an assignment of the interest proposed for surrender, release, abandonment or termination. Promptly upon such request, Assignee shall execute and deliver such assignment to Assignor, and Assignee shall thereupon be relieved of all obligations, debts and liabilities thereafter arising or accruing attributable to the interest so assigned; provided, however, that Assignee shall not be relieved of its obligations or its portion of debts and liabilities arising or accruing prior to such assignment or of its obligation to plug and abandon any dry holes it has drilled on the lease and lands pursuant to governmental regulations.

Assignor shall pay all rentals, minimum royalties or other charges necessary to be paid in order to maintain the lease described in the Assignment in full force and effect, and Assignee shall reimburse Assignor, upon reciept of billing therefor, for all such charges applicable to the lands in which an interest is hereby assigned by the Assignment. Assignor shall exercise reasonable diligence in the payment of such rentals, minimum royalties or other charges, but Assignor shall not be liable to assignee for failure to pay any rental, minimum royalty or other charge unless such failure shall be willful.

Assignee agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319) which are hereby incorporated by reference.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives and assigns.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
BUREAU OF LAND MANAGEMENT

1982 SEP 30 A 9:30

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1985 SEP -9 AM 9:40

RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. 9-180015315

Lease effective date June 1, 1952

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
CELSIUS ENERGY COMPANY

Address (include zip code)
P. O. Box 11070, Salt Lake City, Utah 84147

The undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T-32-N, R-109-W, 6th P.M.
Sec. 7: Lots 1,2,5,6,7,8,11,12
Sec. 18: E½
Sec. 19: E½
Sec. 20: All
Sec. 21: W½

T-33-N, R-109-W, 6th P.M.
Sec. 32: SW¼, S½NW¼, NE¼NW¼

Containing 2,200.00 acres, m/l
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
Adelle L Kawaleke
BUREAU OF LAND MANAGEMENT

269509

RECORDED September 29 1988 8:50 AM
IN BOOK 109 D+E PAGE 281
FEES $ 8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Gale Pape

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5.625% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of August, 19 85.
MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey, (Assignor's Signature)
Attorney in Fact

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)

Salt Lake City, Utah 84139
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

JAN 24 1986
(Date)

ORIGINAL

281

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by J. L. HEALEY as ATTORNEY-IN-FACT of MOUNTAIN FUEL SUPPLY COMPANY this 30th day of August, 19 85.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

March 15, 1989

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of August, 19 85.

CELSIUS ENERGY COMPANY

Vice President, Exploration
(Assignee's Signature)

P. O. Box 11070
(Assignee's Address)

ATTEST:

Assistant Secretary

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998

BUREAU OF LAND MANAGEMENT

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S. STE. 295
ENGLEWOOD, CO 80112

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 859

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-015315

Lease effective date
June 1, 1952

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

85 SEP -9 AM 9:30

RECEIVED
CHEYENNE, WYOMING

PART I

1. Assignee's Name

CELSIUS ENERGY COMPANY

Address (include zip code)

P. O. Box 11070, Salt Lake City, Utah 84147

The undersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Tract I - 100%
T-32-N, R-109-W, 6th P.M.
Sec. 7: Lots 1 and 6

Containing 80.00 acres, m/l
Sublette County, Wyoming

Tract II - 75%
T-32-N, R-109-W, 6th P.M.
Sec. 7: Lots 2,5,7,8,11,12
Sec. 18: E½
Sec. 19: E½
Sec. 20: All
Sec. 21: W½

Containing 1840.00 acres, m/l
Sublette County, Wyoming

269510
8:50A
RECORDED Sept 29 1998 M
IN BOOK 109 M&F PAGE 283
FEES $ 5.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

From the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 well drilled in the NE¼ of Sec. 7, T-32-N, R-109-W, Sublette County, Wyoming.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.125% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of August, 19 85.
MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey, (Assignor's Signature)
Attorney in Fact

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)

Salt Lake City, Utah 84139
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

JAN 24 1986
(Date)

NOTE: This form may be reproduced provided that copies so reproduced conform in all respects to the attached original of this official form.

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by J. L. HEALEY as ATTORNEY-IN-FACT OF MOUNTAIN FUEL SUPPLY COMPANY this 30th day of August, 19 85.

Witness my hand and official seal.

My Commission Expires:

March 15, 1989

Notary Public

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 drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of August, 19 85.
CELSIUS ENERGY COMPANY

Vice President, (Assignee's Signature)
Exploration

P. O. Box 11070
(Assignee's Address)

ATTEST:

Assistant Secretary

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. *A* $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevent to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 17 1998
Adell A Kowalski
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 838 - 844

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

[redacted] [redacted] [redacted]

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of July 19 98 by and between Mary Lyn Barley, as Personal Representative of the Estate of George M. Barley, Jr., deceased whose post office address is P. O. Box 1915, Islamorda, FL 33036 hereinafter called Lessor (whether one or more) and Ultra Resources, Inc. whose post office address is P. O. Box 1580, Pinedale, WY 82941 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, 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:

RECORDED 2-01-99 1998 M 9:50A
IN BOOK 109 D-4 PAGE 285
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Pape

269511

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

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 1236.00 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.

D. R. Barley P.R

Mary Lyn Barley, as personal representative
of the Estate of George M. Barley, deceased

Tax ID No. 59-7050458

STATE OF FLORIDA }
COUNTY OF Monroe } 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~~ 3 day of ~~July~~ Aug, 19 98

personally appeared Mary Lyn Barley, as Personal Representative of the Estate of George M. Barley, Jr., deceased

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

Cathy Rahrle
Notary Public, State of Florida
Commission No. CC 460776
My Commission Expires 05/21/99
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Cathy Rahrle
Notary Public.

Address: Islamorada FL

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: _____

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

the Lease, the Addendum shall control and be binding on the parties.

Witnesses:

Gail C. Patterson

Christine L. Bell

As to "Lessor"

Estate of George M. Barley, deceased

By: M. R. Barley
Mary L. Barley, Personal Representative

[illegible]

Emily Parks

As to "Lessee"

~~High Plains Associates~~ ULTRA RESOURCES, Inc.

By: M. Jay Allison
President

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September 1997 personally appeared MARY L. BARLEY, as Personal Representative of the George M. Barley, Jr. Estate and to me be know 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 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_____

Gail C. Patterson
Notary Public

Address: 6521 John Alden Way
Orlando, FL 32818

Gail C. Patterson
MY COMMISSION # CC564491 EXPIRES
June 28, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

EST\17776\0001\AWPAMC7.25
970728 - 11:04am

EXHIBIT "A"

ATTACHED TO AND MADE APART OF THAT OIL AND GAS LEASE DATED JULY 16, 1997 the ("Lease"), BETWEEN MARY BARLEY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE M. BARLEY, LESSOR, AND HIGH PLAINS ASSOCIATES, INC., LESSEE.

1. Paragraph 4 shall be amended to add the following:

In the event a well capable of producing gas in paying quantities is shut-in and therefore subject to the payment of shut-in rental to maintain the lease in lieu of royalty, this lease can not be maintained for more than five (5) years beyond the shut-in date of the first well capable of producing gas in paying quantities or three (3) years past the end of the primary term, whichever is less. At the end of the lesser term mentioned above, if a well is not producing in quantities sufficient for Lessor to share in royalty payments, then Lessee shall record a Release of Lease in Sublette County, Wyoming and provide a copy to Lessor.

2. Paragraph 9 is deleted in its entirety and the following substituted in lieu thereof:

Lessee shall pay for damages caused by Lessee's operations.

3. Paragraph 11 shall be amended to add the following:

Notwithstanding anything herein to the contrary, transfer of Lessor's interest to the beneficiaries of the Estate of George M. Barley, deceased shall only require written notification to the Lessee. The Lease shall be binding on the parties hereto and their assignors and successors in interest.

4. To the extent this Addendum is inconsistent with any of the provisions of

EXHIBIT "A" -2

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED July 27, 1998, BETWEEN MARY LYN BARLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE M. BARLEY, JR., DECEASED, AS LESSOR, AND ULTRA RESOURCES, INC., AS LESSEE.

TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P.M.

Section 7:	SE/4SE/4
Section 8:	E/2SW/4 & SW/4SW/4
Section 13:	W/2SE/4, less a 4 acre tract described in Warranty Deed, recorded in Book 14 of Deeds, at Page 543
Section 14:	SE/4 & SW/4
Section 23:	E/2E/2
Section 24:	N/2, N/2SE/4 & E/2SW/4
Section 26:	NE/4NE/4

Containing 1236.00 acres, M/L
Subette County, Wyoming

1. Paragraph 4 shall be amended to add the following:

In the event a well capable of producing gas in paying quantities is shut-in and therefore subject to the payment of shut-in rentals to maintain the lease in lieu of royalty, this lease cannot be maintained for more than five (5) years beyond the shut-in date of the first well capable of producing gas in paying quantities or three (3) years past the primary term, whichever is less. At the end of the lesser term mentioned above, if a well is not producing in quantities sufficient for Lessor to share in royalty payments, then Lessee shall record a Release of Lease in Sublette County and provide a copy to Lessor.

Signed for identification

M R Barley PR

Mary Lyn Barley, as Personal Representative
Of the Estate of George M. Barley, Jr., Deceased

290

L010567-00
Pinedale Extension

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 OCT 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: W-118157

Lease Effective Date (Anniversary Date): ~~11/6/89~~ 12-1-89

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Ultra Petroleum (USA) Inc., a Colorado Corporation
   Street c/o Woerndle, Patterson, Strain & Miller
   City, State, ZIP Code 1004 N. Big Spring, Suite 121
   Midland, Texas 79701

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T30N-R108W Sec 22: NW/4, W/2 SW/4, SE/4 SW/4, SE/4; Sec 23: N/2 NE/4, SE/4 NE/4, S/2; Sec 27: W/2 W/2; Sec 28: ALL; Sec 33: NE/4, N/2 NW/4; Sec 34: S/2 NW/4, NE/4 SW/4. 2,040.00 Acres Sublette County, WY	100%	100%	0%	-	-

269512

RECORDED September 29 1998 8:50 AM
IN BOOK 109 PAGE 290
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By

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: NOV 01 1996

☐ Assignment approved for attached land description

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

By /s/ THERESA M. STEVENS
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 27 1997
(Date)

WY-1112

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.

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

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 19th day of June, 1996

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)
James W. Carrington, Jr., Agent and Attorney-in-Fact
1450 Poydras Street
(Assignor's Address)
New Orleans, Louisiana 70112
(City) (State) (Zip Code)

Executed this 19th day of June, 1996

Assignee _____ (Signature)
or
Attorney-in-fact R. G. "Jerry" Albertus, Director (Signature)

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

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AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Record Title dated July 19, 1996 from CNG Producing Company to Ultra Petroleum (USA) Inc. and conveying an interest in Federal Lease WYW-118157, is an originally signed copy.

Further affiant sayeth not.

ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 14 day of September, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Enron Oil & Gas Company, 1625 Broadway, Suite 1300, Denver, Colorado 80202, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee," an undivided one-third (33.33%) of Assignor's right, title and interest in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

Assignor reserves, however, and there is not hereby conveyed, an overriding royalty interest equal to nineteen percent (19%) of 8/8ths of the oil, gas and, if applicable, other minerals produced and saved from the Leases, and attributable to the interest herein conveyed. Said overriding royalty interest shall bear and absorb the burden of all royalty interests, overriding royalty interests, production payments and any other burdens on production which currently exist of record against the Leases. The reserved overriding royalty interest shall be free of all costs and expenses of exploration, development, production, operating and marketing (including costs for dehydrating, treating, boosting, compressing or otherwise treating the production that occur on the land covered by the Lease); provided, however, that the override shall bear its proportionate share of costs and expenses incurred off the land covered by the Lease that may be charged to the lessor's royalty under the applicable Lease. Said overriding royalty interest shall apply to any renewals or extensions of the Leases which may be taken by Assignor, Assignees or their respective successors or assigns within one year from termination of the relevant Lease. If any of the Leases cover less than the full interest in the lands described therein and covered by this Assignment, then said overriding royalty interest shall be proportionately reduced as to the relevant Lease. Assignee is hereby given the right and power, without further approval from Assignor, to pool said overriding royalty interest in the same manner and to the same extent as is provided in the relevant Lease for the pooling of its Lessor's interest.

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Partial Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

269518

RECORDED Sept. 29 1998 M 10:25A
IN BOOK 109 Dtg. PAGE 293
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

IN WITNESS WHEREOF, this instrument is executed this 13th day of March, 1998, but effective March 1, 1998.

ASSIGNOR:

ENRON OIL & GAS COMPANY

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

ASSIGNEE:

ATTEST:

SENECA RESOURCES CORPORATION

By: _____
William M. Petmecky
Senior Vice President

m:cdrive\agrmt\031198b.doc

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on this the 13th day of ~~March~~ MAY, 1998, by William M. Petmecky, the Senior Vice President of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Expiration Date:
~~2-9-2000~~

~~Carrie Stevens~~
Notary Public in and for
The State of Texas

STATE OF ~~TEXAS~~ COLORADO)
) ss.
COUNTY OF ~~HARRIS~~ DENVER)

This instrument was acknowledged before me on this the ~~13th~~ 27th day of ~~March~~ May, 1998, by Andrew C. Morris, Agent and Attorney-in-Fact for ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation

Expiration Date:
~~2-9-2000~~
7-26-98

~~Carrie Stevens~~ Betty A. Herrold
Notary Public in and for
The State of ~~Texas~~ Colorado

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective March 1, 1998, by and between Enron Oil & Gas Company, Assignor, and Seneca Resources Corporation, Assignee.

PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
BACKYARD	0000075487 - 000	GORDON M. & MARGARET G. MICKELSON	7/20/94	7/19/99	1,440.000	BK 98, PG 282	T31N-R113W SEC 15: S2N2, N2SW, NWSE SEC 20: N2NE, SWNE, NWSW, NW SEC 21: W2NE, E2NW, NWNW, E2SE SEC 22: SW SEC 23: N2SW SEC 27: W2NE, E2NW, NWNW, NWSE SEC 28: N2NE CONTAINING 1440.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075488 - 000	CIRCLE CATTLE COMPANY	7/20/94	7/19/99	160.000	BK 98, PG 286	T31N-R113W SEC 22: SE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075491 - 000	BUDD MINERAL TRUST	8/1/94	7/31/99	320.000	BK 98, PG 344	**Insofar as Lease Covers:** T31N-R113W SEC 11: SESE SEC 13: SWNE, N2NW, SENW, N2SE SEC 14: NENE CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075492 - 001	JOSEPH L. BUDD TESTAMENTARY TRUST	8/1/94	7/31/99	450.000	BK 98, PG 349	T31N-R113W SEC 23: N2, S2SW, SE SEC 27: NENE CONTAINING 600.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075492 - 002	WILLIAM ROBERT TANNER & HELEN R. TANNER	6/30/94	6/30/99	50.000	BK 98, PG 416	T31N-R113W SEC 23: N2, S2SW, SE SEC 27: NENE CONTAINING 600.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075492 - 003	RICHARD FRANK TANNER AND LINDA TANNER	6/30/94	6/30/99	50.000		T31N-R113W SEC 23: N2, S2SW, SE SEC 27: NENE CONTAINING 600.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075492 - 004	JOHN L. D. TANNER & SHIRLEY TANNER	6/30/94	5/31/99	50.000	BK 98, PG 356	T31N-R113W SEC 23: N2, S2SW, SE

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 27: NENE CONTAINING 600.00 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 001	FRANK E. SEARS, JR. TRUST	9/7/94	9/6/99	71.094	BK 99, PG 141	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 002	FRANK W. SEARS	9/7/94	9/6/99	66.117	BK 99, PG 144	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 003	GAIUS R. & STELLA C. SHAVER TRUSTEES	9/14/94	9/13/99	91.813	BK 100, PG 377	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 004	PAMELA C. READY	9/14/94	9/13/99	10.359	BK 100, PG 374	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 005	JOHN N. CHRISMAN REVOCABLE TRUST	9/13/94	9/12/99	71.094	BK 100, PG 408	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 006	PENNY D. CHRISMAN	10/3/94	10/2/99	45.906	BK 101, PG 249	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES

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EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective March 1, 1998, by and between Enron Oil & Gas Company, Assignor, and Seneca Resources Corporation, Assignee.

PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 007	PAMELA C. & LOU JOHNSON	10/3/94	10/2/99	45.906	BK 101, PG 246	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 008	CHARLES G. CHRISMAN REVOCABLE TRUST	3/29/95	3/28/00	91.813	BK 101, PG 419	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075496 - 009	JOHN J. CHRISMAN	9/14/94	9/13/99	10.359	BK 101, PG 422	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING
BACKYARD	0000075516 - 000	USA WYW-129267	6/1/93	5/31/03	960.000		T32N-R113W SEC 33: ALL SEC 34: W2 CONTAINING 960.00 ACRES SUBLETTE COUNTY, WYOMING
GOAT HILL	0000050032-000	USA W-02736* *EOG interest varies at different depths	12/1/50	11/30/60 (HBP)	686.790	BK 33 PG 343	**Insofar as Lease Covers:** T31N-R113W SEC 28: SWNW, NWSW SEC 29: ALL SEC 31: LOTS 1,2, E2NW, W2NE SUBLETTE COUNTY, WYOMING
MASON	0000057132-000	MONTE NORRIS	3/12/65	7/3/93 (HBP)	282.560	BK 74 PG 285	**Insofar as Lease Covers:** T31N-R113W SEC 19: LOT 4, E2SW, S2SE SEC 30: N2NE SUBLETTE COUNTY, WYOMING
MASON	0000058005-000	USA WYW-116385	7/1/78	7/3/93 (HBP)	288.890	BK 94 PG 343	**Insofar as Lease Covers:** T31N-R113W

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 19: LOT 3, N2NE SEC 30: LOTS 3, 4, E2SW SUBLETTE COUNTY, WYOMING
MASON	0000075382 - 000	GORDON MICKELSON, ET UX	2/24/94	2/23/99	160.000	BK 96, PG 646	T31N-R113W SEC 19: S2NE, N2SE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING
MASON	0000075508 - 000	USA WYW-134460	11/1/94	10/31/04	120.000		T31N-R113W SEC 30: S2NE, SE CONTAINING 240.00 ACRES SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075631 - 000	USA WYW-138539	4/1/98	3/31/08	680.000		T31N-R113W SEC 20: SENE, NESW, S2SW, SE SEC 21: SWNW, SW, W2SE SEC 28: N2NW CONTAINING 680.00 ACRES SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075740 - 000	USA WYW-131651	3/1/94	2/29/04	319.400		T31N-R112W SEC 5: LOT 4 SEC 6: LOTS 1, 2, 3, 4, 5, S2NE, SENW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075743 - 000	ST WY 97-00569	11/2/97	11/2/02	320.000		T31N-R113W SEC 16: N2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075750 - 000	USA WYW-144154	2/1/98	1/31/08	2,119.730		T31N-R113W SEC 4: LOTS 3, 4, S2NW, SW SEC 5: LOTS 1, 2, 3, 4, S2N2, S2 SEC. 8: ALL SEC. 17: N2, N2S2, SESW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075751 - 000	USA WYW-144155	2/1/98	1/31/08	640.000		T31N-R113W SEC 9: ALL SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075752 - 000	USA WYW-144156	2/1/98	1/31/08	320.000		T31N-R113W SEC 14: W2 SUBLETTE COUNTY, WYOMING

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
MEADOW CANYON	0000075755 - 000	USA WYW-144152	2/1/98	1/31/08	40.000		T31N-R113W SEC 3: SWNW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075756 - 000	USA WYW-144153	2/1/98	1/31/08	319.550		T31N-R113W SEC 4: LOTS 1, 2, S2NE, SE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075757 - 000	USA WYW-144157	2/1/98	1/31/08	40.000		T31N-R113W SEC 22: SENE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075758 - 000	USA WYW-144158	2/1/98	1/31/08	852.000		T32N-R113W SEC 8: SESE SEC 10: LOT 4, SWNW, W2SW SEC 15: NESW, S2SW SEC. 18: LOTS 3, 4, E2, E2W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075759 - 000	USA WYW-144159	2/1/98	1/31/08	2,302.900		T32N-R113W SEC 9: LOTS 1, 2, S2NE, NESW, S2SW, SE SEC 17: NE, S2 SEC 20: NWNE, W/2, SESE SEC 21: NENE, S2NE, NESW, S2SW, SE SEC 28: ALL SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075760 - 000	USA WYW-144160	2/1/98	1/31/08	1,360.000		T32N-R113W SEC 22: ALL SEC 27: E2NE, W2, SE SEC 34: NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075761 - 000	USA WYW-144161	2/1/98	1/31/08	320.000		T32N-R113W SEC 23: N2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075762 - 000	USA WYW-144162	2/1/98	1/31/08	80.000		T32N-R113W SEC 27: W2NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075763 - 000	USA WYW-144163	2/1/98	1/31/08	640.000		T32N-R113W SEC 29: ALL

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075764 - 000	USA WYW-144164	2/1/98	1/31/08	640.000		T32N-R113W SEC 32: ALL SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075769 - 000	USA WYW-144169	2/1/98	1/31/08	1,189.620		T31N-R114W SEC 1: LOTS 1, 2, 3, 4, S2N2, S2 SEC 2: LOTS 2, 3, 4, S2N2, E2SW, SE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075770 - 000	USA WYW-144172	2/1/98	1/31/08	120.000		T31N-R114W SEC 24: N2NE, SWSE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075771 - 000	USA WYW-144171	2/1/98	1/31/08	320.000		T31N-R114W SEC 12: E2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075773 - 000	MARVIN D PRICE, ET UX	12/18/97	12/18/02	959.270	BK 107, PG 12	T33N-R112W SEC 18: LOTS 3, 4, SESW T33N-R113W SEC 3: S2SE, SENW, E2SW, NWSE SEC 10: N2NE SEC 11: SE, SWNE SEC 12: SWSW SEC 13: N2NW, SENW, W2NE, SENE, NESE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075774 - 001	FEAR FAMILY TRUST EXCLUSIVE LEASING RIGHTS FOR PATRICK JOHNSON, ET UX, ROCK SPRINGS NATIONAL BANK, SUCCESSOR TRUSTEE	12/22/97	12/22/00	400.000	BK 106, PG 664	T32N-R113W SEC 10: S2SE SEC 11: SWSW SEC 15: NWNE, NENW, S2NW, NWSW SEC 20: NENE, S2NE, N2SE, SWSE SEC 21: NWNE, NW, NWSW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075774 - 002	FEAR FAMILY TRUST, ROCK SPRINGS NAT'L BANK, SUCCESSOR TRUSTEE	12/22/97	12/22/00	809.400	BK 106, PG 661	T32N-R113W SEC 8: LOTS 1, 2, S2NE, N2SW, SENW, NESE SEC 9: LOTS 3, 4, S2NW, NWSW SEC 10: S2SE SEC 11: SWSW, N2S2 SEC 12: LOTS 1, 2, N2S2 SEC 15: NWNE, NENW, S2NW, NWSW

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 20: NENE, S2NE, N2SE, SWSE SEC 21: NWNE, NW, NWSW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075774 - 003	RONALD W. BALL, ET AL	12/18/97	12/18/02	2,166.260	BK 106, PG 652	T32N-R113W SEC 11: N2S2 SEC 12: N2S2, LOTS 1, 2 T33N-R113W SEC 25: S2NE, SE, E2SW T32N-R112W SEC 7: W2SE, NESW, SESE, LOTS 4, 5 SEC 8: SWSW T33N-R112W SEC 29: SWNE, S2NW, SW, W2SE SEC 30: LOTS 2, 3, 4, SENW, E2SW, E2 SEC 31: LOTS 1, 2, 3, E2NW, NESW, NE, N2SE SEC 32: N2NW, NWNE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075774 - 004	FEAR FAMILY TRUST, ROCK SPRINGS NAT'L BANK, SUCCESSOR TRUSTEE	12/22/97	12/22/00	122.710	BK 106, PG 655	T32N-R112W SEC 7: LOTS 4, 5, W2SE, NESW, SESE SEC 8: SWSW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075775 - 001	FEAR FAMILY TRUST, ROCK SPRINGS NAT'L BANK, SUCCESSOR TRUSTEE	12/22/97	12/22/00	600.000	BK 106, PG 658	T32N-R114W SEC 13: SESW, SWSE SEC 23: SENE, NESE, W2SE, SESE SEC 24: W2 SEC 25: N2NW, SWNW SEC 26: NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075775 - 002	MICHAEL C. WARREN, ET UX	7/25/94	7/25/99	140.000	BK 100, PG 244	T32N-R114W SEC 23: W2SE, SESE SEC 24: SW SEC 25: N2NW, SWNW SEC 26: NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075775 - 003	BONNEY BEECHER EKEN	5/1/95	5/1/00	140.000	BK 101, PG 566	T32N-R114W SEC 23: W2SE, SESE SEC 24: SW SEC 25: N2NW, SWNW SEC 26: NE

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075776 - 001	FEAR FAMILY TRUST, ROCK SPRINGS NAT'L BANK, SUCCESSOR TRUSTEE	12/22/97	12/22/00	200.000	BK 106, PG 667	T33N-R113W SEC 34: S2NE, SE SEC 35: SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075777 - 001	RICHARD J. ROBERTSON	11/1/97	11/1/02	320.000	BK 106, PG 685	T33N-R113W SEC 29: E2, SW SEC 32: N2N2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 001	JOHN FREDLUND, ET UX	11/12/97	11/12/02	270.000	BK 106, PG 692	T33N-R113W SEC 22: S2NE, SENW, E2SW, SE SEC 23: SWNW, W2SW, SESW SEC 25: NWNW SEC 26: N2N2, SWNW, NWSW SEC 27: NE, E2NW, NESE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 002	FRED W. MARBLE	11/12/97	11/12/02	270.000	BK 106, PG 689	T33N-R113W SEC 22: S2NE, SENW, E2SW, SE SEC 23: SWNW, W2SW, SESW SEC 25: NWNW SEC 26: N2N2, SWNW, NWSW SEC 27: NE, E2NW, NESE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 003	ST WY 94-00598	12/2/94	12/1/99	140.000		T33N-R113W SEC 27: NE, E2NW, NESE CONTAINING 280.0 ACRES SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 004	STATE OF WY 95-00380	10/2/95	10/1/00	180.000		T33N-R113W SEC 22: S2NE, SENW, E2SW, SE CONTAINING 360 ACRES, MORE OR LESS. SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 005	ST WY 95-00381	10/2/95	10/1/00	300.000		T33N-R113W SEC 23: S2N2, SW (50% MI) SEC 25: NWNW(50% MI), SWNW, W2SW (100% MI) SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075778 - 006	STATE OF WY 95-00383	10/2/95	10/1/00	120.000		T33N-R113W

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 26: N2N2, SWNW, NWSW CONTAINING 240 ACRES, MORE OR LESS. SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075779 - 001	GORDEN M MICKELSON, ET UX	11/12/97	11/12/02	1,515.440	BK 106, PG 670	T32N-R113W SEC 7: LOTS 1, 2, 3, 7, S2NE, SENW, N2SE SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE SEC 17: NW SEC 18: LOTS 1, 2 T32N-R114W SEC 11: LOT 1, S2NE, N2S2, SESW, S2SE SEC 12: LOT 4, S2SW, SWSE SEC 13: SENE, N2N2, SWNW T33N-R113W SEC 31: S2NE, SE SEC 32: S2N2, S2 SEC 33: S2N2, S2 SEC 34: W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075779 - 002	THARON M. GREENWOOD	11/12/97	11/12/02	841.910	BK 106, PG 675	T32N-R113W SEC 7: LOTS 1, 2, 3, 7, S2NE, SENW, N2SE SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE SEC 17: NW SEC 18: LOTS 1, 2 T32N-R114W SEC 11: LOT 1, S2NE, N2S2, SESW, S2SE SEC 12: LOT 4, S2SW, SWSE SEC 13: SENE, N2N2, SWNW T33N-R113W SEC 31: S2NE, SE SEC 32: S2N2, S2 SEC 33: S2N2, S2 SEC 34: W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075779 - 003	ROBERT V. THOMPSON	11/12/97	11/12/02	673.530	BK 106, PG 680	T32N-R113W SEC 7: LOTS 1, 2, 3, 7, S2NE, SENW, N2SE SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE SEC 17: NW SEC 18: LOTS 1, 2 T32N-R114W SEC 11: LOT 1, S2NE, N2S2, SESW, S2SE SEC 12: LOT 4, S2SW, SWSE

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EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective March 1, 1998, by and between Enron Oil & Gas Company, Assignor, and Seneca Resources Corporation, Assignee.

PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 13: SENE, N2N2, SWNW T33N-R113W SEC 31: S2NE, SE SEC 32: S2N2, S2 SEC 33: S2N2, S2 SEC 34: W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075780 - 001	EDITH L. BARP, ET VIR	1/7/98	1/7/03	32.000	BK 107, PG 24	T33N-R113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075780 - 002	THOMAS DANIEL O'NEIL, III, ET UX	1/8/98	1/8/03	24.000	BK 107, PG 27	T33N-R113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075780 - 004	CORNELIA M. ROBINSON TRUST, ET AL	1/8/98	1/8/03	32.000	BK 107, PG 30	T33N-R113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075781 - 003	PENNY D. CHRISMAN	1/13/98	1/13/03	55.350	BK 107, PG 39	T32N-R114W SEC 11: LOTS 2, 3, SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2, 3, 4, N2NE, SENW, E2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075781 - 005	JOHN N. CHRISMAN REVOCABLE TRUST DATED 6-11-92, ET AL	1/10/98	1/10/03	85.020	BK 107, PG 36	T32N-R114W SEC 11: LOTS 2, 3, SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2, 3, 4, N2NE, SENW, E2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075781 - 006	JOHN J. CHRISMAN AND PENNY L. CHRISMAN	1/10/98	1/10/03	23.180	BK 107, PG 33	T32N-R114W SEC 11: LOTS 2, 3, SENW T33N-R113W

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 30: S2SE SEC 31: LOTS 2, 3, 4, N2NE, SENW, E2SW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075787-000	USA WYW-144869	Acquired 2/97 BLM Sale	Acquired 2/97 BLM Sale	40.000		T31N-R113W SEC 15: NESE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075788-000	USA WYW-144670	Acquired 2/97 BLM Sale	Acquired 2/97 BLM Sale	321.830		T32N-R113W SEC 30: LOTS 1,2,3,4, E2W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075789-000	USA WYW-144671	Acquired 2/97 BLM Sale	Acquired 2/97 BLM Sale	321.400		T32N-R113W SEC 31: LOTS 1,2,3,4, E2W2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075791-000	T. E. O'BRIEN RANCH, INCORPORATED	1/22/98	1/22/03	360.000	BK 107, PG 42	T33N-R113W SEC 34: NENE SEC 35: N2 SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075792-000	JOHN E. WARDELL	2/4/98	2/4/03	160.000	BK 107, PG 45	T33N-R113W SEC 35: SE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075793-001	DONALD M. HOPKINS, ET AL	1/12/98	1/12/03	6.660		T32N-R114W SEC 14: NWNE, S2NE, SENW SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075794-001	HOWARD BALLEW FAMILY TRUST UNDER LIVING TRUST AGRMT. DATED 2-25-88	1/2/98	1/2/03	10.000		**Insofar as Lease Covers:** T33N-R113W SEC 15: W2W2 SEC 17: E2NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075794-002	KARL M. JOHNSON	1/2/98	1/2/03	10.000		**Insofar as Lease Covers:** T33N-R113W SEC 15: W2W2 SEC 17: E2NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075794-003	GORDON M. MICKELSON, ET UX	11/12/97	11/12/02	60.000	BK 107 PG 135	**Insofar as Lease Covers:** T33N-R113W SEC 15: W2W2

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 17: E2NE SUBLETTE COUNTY, WYOMING
MEADOW CANYON	0000075794-004	BLAKE C. VANDEWATER, ET UX	1/2/98	1/2/03	10.000		**Insofar as Lease Covers:** T33N-R113W SEC 15: W2W2 SEC 17: E2NE SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075265 - 000	USA WYW-129621	7/1/93	6/30/03	600.000		T32N-R113W SEC 10: S2NE, SENW, E2SW, N2SE; SEC 15: NENE, S2NE, NWNW, SE; CONTAINING 600.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075266 - 000	ST WY 93-00273	6/2/93	6/1/98	640.000		T32N-R113W SECTION 36: ALL CONTAINING 640 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075273 - 000	USA WYW-130252	9/1/93	8/31/03	2,558.600		**Insofar as Lease Covers:** T33N-R113W SEC 1: LOTS 1, 2, 3 & 4; S2N2, S2 SEC 2: LOTS 1, 2, 3 & 4; S2N2, S2 SEC 3: NESE SEC 11: N2N2, SENE, S2SW SEC 12: NW SEC 14: ALL SEC 23: N2N2 CONTAINING 2558.60 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075598 - 000	USA WYW-136849	7/1/95	6/30/05	680.000		T33N-R113W SEC 15: E2, E2W2 SEC 22: N2N2, SWNW CONTAINING 680.00 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075603 - 000	USA WYW-137245	9/1/95	8/31/05	2,336.520		T32N-R112W SEC 19: LOTS 1-4 SEC 30: LOTS 1-4 SEC 31: LOTS 1-4 T32N-R113W SEC 11: LOTS 4-7, SESW, S2SE

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 12: LOTS 5, 6, S2S2 SEC 13: ALL SEC 14: ALL SEC 23: S2 CONTAINING 2338.52 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075610 - 000	STATE OF WYOMING 95-00382	10/2/95	10/1/00	160.000		T33N-R113W SEC 23: SE CONTAINING 160.00 ACRES, MORE OR LESS. SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075612 - 000	STATE OF WYOMING 95-00384	10/2/95	10/1/00	400.000		T33N-R113W SEC 26: S2NE, SENW, NESW, S2SW, SE CONTAINING 400.00 ACRES, MORE OR LESS. SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075613 - 000	ST WY 95-00385	10/2/95	10/1/00	640.000		T33N-R113W SEC 36: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075615 - 000	ST WY 95-00387	10/2/95	10/1/00	640.000		**Insofar as Lease Covers:** T34N-R113W SEC 36: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075621 - 000	USA WYW-137790	11/1/95	10/31/05	120.000		T31N-R113W SEC 17: SWSW SEC 28: NESW SEC 33: SENE CONTAINING 120.00 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075623 - 000	ST WY 95-00490	12/2/95	12/1/00	320.000		T31N-R113W SEC 16: S2 CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING
N ALMY TREND	0000075624 - 000	ST WY 95-00491	12/2/95	12/1/00	640.000		T32N-R113W SEC 16: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
N ALMY TREND	0000075629 - 000	ST WY 95-00379	10/2/95	10/1/00	640.000		**Insofar as Lease Covers:** T33N-R113W SEC 16: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075353 - 000	GORDON M. MICKELSON, ET UX	12/10/94	12/9/98	160.000	BK 100, PG218	Insofar as Lease Covers: T31N-R113W SEC 34: S2NE, NESE SEC 35: NWSW SUBLETTE COUNTY, WYOMING
RUBEN	0000075357 - 000	ALSADE MINERALS LIMITED PARTNERSHIP	12/10/94	12/9/98	520.000	BK 100, PG 206	**Insofar as Lease Covers:** T31N-R113W SEC 27: SWNW, SW, S2SE SEC 34: NW, N2NE CONTAINING 520.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 001	JANICE M HALLMAN, INDIV & HEIR	12/29/93	12/28/98	8.000	BK 96, PG 184	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 002	BONNIE DU BOIS, INDIV & HEIR	12/29/93	12/28/98	8.000	BK 96, PG 186	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 003	MILDRED A. WALSH, ETVIR	12/29/93	12/28/98	13.330	BK 96, PAGE 188	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
RUBEN	0000075359 - 004	RICHARD E. MOUNTS, ETUX	12/29/93	12/28/98	24.000	BK 96 PG 225	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 005	JANE E. MUIR	12/29/93	12/28/98	13.330	BK 96 PG 227	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 006	JEAN M. MILLER	12/29/93	12/28/98	24.000	BK 96 PG 229	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 007	PHYLLIS M. MILLER, ETVIR	12/29/93	12/28/98	16.000	BK 96 PG 231	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 008	MARGERY J. MORAN	12/29/93	12/28/98	13.330	BK 96 PG 265	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 009	DIOCESE OF CHEYENNE	3/14/94	3/13/98	13.330	BK 96 PG 451	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 010	JAMES ANGUS & KAREN P ANGUS	2/11/94	2/10/99	2.220	BK 96 PG 655	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 011	MARGERY WAGNER	2/11/94	2/10/99	2.220	BK 97 PG 322	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 012	PATRICIA ANGUS MCMORDIE, ET VIR	2/11/94	2/10/99	2.220	BK 97, PG 360	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 013	JOSEPH ANGUS & VICKI S ANGUS	2/11/94	2/10/99	2.220	BK 97, PG 358	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075359 - 014	BONNIE A. & GILBERT R. DOUBLEDAY	2/11/94	2/10/99	2.220	BK 98,PG 280	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
RUBEN	0000075359 - 015	MONICA K KIRK, ET VIR	2/11/94	2/10/99	2.220	BK 99/PG 147	**Insofar as Lease Covers:** T31N-R113W SEC 24: SWSW SEC 25: N2NW SEC 26: NENE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075362 - 000	USA WYW-131151	1/1/94	12/31/03	80.000		T31N-R113W SEC 15: N2NW CONTAINING 80 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 001	COLLEEN HAVILAND	1/17/94	1/16/99	0.000	BK 96 PG 288	**Insofar as Lease Covers:** PROTECTION LEASE ACREAGE T31N-R113W SEC 26: SWNW, W2SW, SESW, SWSE SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 002	ROBERT CHARLES NOBLE, ETUX	1/17/94	1/16/99	0.000	BK 96 PG 305	**Insofar as Lease Covers:** PROTECTION LEASE ACREAGE T31N-R113W SEC 26: SWNW, W2SW, SESW, SWSE SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 003	DOROTHY A. NOBLE	1/17/94	1/16/99	0.000	BK 96 PG 308	**Insofar as Lease Covers:** PROTECTION LEASE ACREAGE T31N-R113W SEC 26: SWNW, W2SW, SESW, SWSE SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 004	SALLY NOBLE KIDD, ETVIR	1/17/94	1/16/99	0.000	BK 96 PG 302	**Insofar as Lease Covers:** PROTECTION LEASE ACREAGE T31N-R113W SEC 26: SWNW, W2SW, SESW, SWSE

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
							SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 005	HELEN TANNER, JOSEPH BUDD & RUTH BUDD TR	3/20/95	3/20/99	307.200	BK 101 PG 354	**Insofar as Lease Covers:** T31N-R-113W SEC 26: SWNW, W2SW, SESW, SWSE SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075412 - 006	JESSLEE LEWIS, RONALD JONES, LEWIS HEIRS	12/30/94	12/29/99	320.000	BK 101 PG 415	**Insofar as Lease Covers:** T31N-R113W SEC 26: SWNW, W2SW, SESW, SWSE SEC 27: SENE, NESE SEC 35: NW, S2NE, NWNE, NESW, NWSE CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075420 - 001	WILLIAM ROBERT TANNER, ETUX	2/10/95	2/10/00	30.000	BK 100/PG 630	**Insofar as Lease Covers:** T31N-R113W SEC 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075420 - 002	RICHARD FRANK TANNER, ETUX	2/10/95	2/10/00	30.000	BK 100/PG 624	**Insofar as Lease Covers:** T31N-R113W SEC 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075420 - 003	JOHN L.D. TANNER, ETUX	2/10/95	2/10/00	30.000	BK 100/PG 627	**Insofar as Lease Covers:** T31N-R113W SEC 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075420 - 004	JOSEPH L BUDD TESTAMENTARY TRUST	3/20/95	3/20/99	270.000	BK 101 PG 357	**Insofar as Lease Covers:** T31N-R113W SEC 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING

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EXHIBIT "A"

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PROSPECT NAME	LEASE NO.	LESSOR	EFF DATE	EXP DATE	CO. NET	RECORDING DATA	DESCRIPTION
RUBEN	0000075437 - 000	HELEN TANNER, JOSEPH BUDD & RUTH BUDD TR	3/20/95	3/20/99	374.100	BK 101 PG 360	Insofar as Lease Covers: T31N-R112W SEC 18: LOTS 2, 3, 4, SESW, SWSE SEC 19: E2NW, NE CONTAINING 374.10 ACRES. SUBLETTE COUNTY, WYOMING
RUBEN	0000075448 - 000	USA WYW-133097	8/1/94	7/31/04	1,960.250		Insofar as Lease Covers: T31N-R112W SEC 6: LOTS 6, 7, E2SW, SE SEC 7: LOTS 1, 2, E2, E2W2 SEC 8: W2 SEC 17: NWNE, W2, W2SE SEC 18: NE, E2NW, NESW, N2SE, SESE CONTAINING 1960.25 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075452 - 000	USA WYW-133108	8/1/94	7/31/04	2,518.710		T31N-R113W SEC 1: LOTS 1 - 4, S2N2, S2 SEC 2: LOTS 1 - 3, S2NE, E2SW, SE SEC 11: NE, E2W2, N2SE, SWSE SEC 12: ALL SEC 13: SWNW, SW SEC 14: NWNE, S2NE, NESE CONTAINING 2518.71 ACRES SUBLETTE COUNTY, WYOMING
RUBEN	0000075453 - 000	USA WYW-133109	8/1/94	7/31/04	1,319.640		T31N-R113W SEC 2: LOT 4, W2SW SEC 3: S2 SEC 10: ALL SEC 11: W2W2 SEC 15: N2NE CONTAINING 1319.64 ACRES SUBLETTE COUNTY, WYOMING
					48,289.521		

314

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY IN OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **W. Thomas McRae (a/k/a W. Thomas McRae Oil & Gas Properties), 1742 W. 116th Circle, Westminster, CO 80234** hereinafter called ASSIGNOR, for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over unto **Tourmaline Exploration Company, LLC, 8493 S. Woody Way, Highlands Ranch, Colorado 80126 and Terence L. Britt Revocable Living Trust, 5005 Larkspur, Littleton, CO 80123**, hereinafter called ASSIGNEE, two-thirds (2/3rds) of his overriding royalty interest in the proportions set forth below in the Oil and Gas Lease as set forth on the attached Exhibit "A" located in Sublette County, Wyoming. If the Oil and Gas Lease covers less than the entire and undivided mineral estate in the lands described, then the overriding royalty herein conveyed shall be reduced proportionately

Tourmaline Exploration Company, LLC	1/3rd of 8/8ths
Terence L. Britt Revocable Living Trust	1/3rd of 8/8ths
TOTAL	2/3rds of 8/8ths

This Assignment is made without warranties whatsoever, either express or implied. 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 and Effective this 18th day of September 1998.
The Date of This Instrument Is August 25, 1998.

W. Thomas McRae (a/k/a W. Thomas McRae Oil & Gas Properties)

By: _____

W. Thomas McRae

STATE OF COLORADO §
§
COUNTY OF ADAMS §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of September, 1998, personally appeared W. Thomas McRae (a/k/a W. Thomas McRae Oil & Gas Properties), to me known to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he duly executed same as his free act and deed for the purposes set forth therein.

Given under my hand and seal of office this 18TH day of September, 1998.

NOTARY PUBLIC AUDREY K. SAUNDERS STATE OF COLORADO

My commission expires: July 2, 2002

By: _____
Audrey K. Saunders, Notary Public

269548

ORB6.DOC/JSG/9-25-98

RECORDED October 1, 1998 4:15 PM
IN BOOK 109 Ot6 PAGE 315
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

EXHIBIT "A"

Attached to and made a part of Assignment of Overriding Royalty In Oil & Gas Leases dated August 25, 1998 between W. Thomas McRae, as Assignor, and Tourmaline Exploration Company, LLC and Terence L. Britt Revocable Living Trust, as Assignee.

Sublette County, Wyoming

Federal Lease:	WYW-0320797	
Lease Date:	12/1/65	
Lease Description:	Township 27 North, Range 110 West, 6th PM	
	Section 23: SW/4, W/2SE/4	
	Section 26: SW/4, N/2SE/4, SW/4SE/4, NW/4, SE/4NE/4, W/2NE/4	
	Containing 920.00 Acres, more or less	
Overriding Royalty Owned:	6.25% of 8/8ths	
Overriding Royalty Assigned:	Tourmaline Exploration Company, LLC;	2.0833% of 8/8ths
	Terence L. Britt Revocable Living Trust;	2.0833% of 8/8ths
Overriding Royalty Retained:	W. Thomas McRae;	2.0834% of 8/8ths

End of Exhibit "A"

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTIES OF SUBLETTE § AND SWEETWATER

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 22nd day of May, 1998, but effective as of the 1st day of January, 1998 ("Effective Time"), is from Snyder Oil Corporation, a Delaware corporation, with an office at 1625 Broadway, Suite 2200, Denver Colorado 80202 (hereinafter referred to as "Assignor") to Amoco Production Company, a Delaware corporation, with an office at P.O. Box 3092, Houston, Texas 77253-3092 (hereinafter referred to as "Assignee").

FOR Teh Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of the following properties (real, personal or mixed) and rights (contractual or otherwise) from the surface to the base of the Mesaverde formation as more particularly described on Exhibit "A":

(1) Assignor's right, title and interests in, to and under, or derived from, the oil and gas leasehold interests, royalty interests, overriding royalty interests, mineral interests, production payments, net profits interests, surface interests and water rights which are attributable to the interests described in Exhibit "A";

(2) Assignor's right, title and interests in, to and under, or derived from, the presently existing and valid unitization, communization and pooling declarations, orders, and agreements (including units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of any governmental entity or tribal authority having appropriate jurisdiction) to the extent they relate to any of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto;

269598

RECORDED October 6, 1998 8:30a M
IN BOOK 109 Oto PAGE 317
FEES $ 5b.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

(3) Assignor's right, title and interests in, to and under, or derived from, the presently existing and valid oil sales contracts, casinghead gas sales contracts, gas sales contracts, processing contracts, gathering contracts, transportation contracts, easements, rights-of-way, servitudes, surface leases, subsurface leases, purchase and sale agreements, farmout agreements, farmin contracts, joint operating contracts, preferential right to purchase contract provisions, microwave tower lease, permits, licenses, farm-out contracts, farm-in contracts, balancing contracts, operating agreements and other contracts, agreements and instruments, and any rights of subrogation to any claims, to the extent they relate to any of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto;

(4) Assignor's right, title and interests in, to and under, or derived from, the personal property, improvements, fixtures, wells (whether producing, plugged and abandoned, shut-in, injection, disposal or water supply), tanks, boilers, buildings, machinery, vehicles, equipment, pipelines, gathering lines, plants, utility lines, power lines, telephone lines, roads and other appurtenances, to the extent the same are situated upon and used or held for use by Assignor solely in connection with the ownership, operation, maintenance or repair of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto; and

(5) Assignor's right, title and interests in, to and under, or derived from, the geologic, geophysical and core information and data (where not excluded below) to the extent the same relates to any of the interests which are described in Exhibit "A", or the production of oil, gas or hydrocarbon and non-hydrocarbon substances attributable thereto; and

ASSIGNOR EXCEPTS, RESERVES AND RETAINS, unto itself, its Affiliates, successors and assigns from the Properties the following properties (real, personal or mixed) and appurtenant rights (contractual or otherwise):

(a) Any and all ownership interests of seismic information and data;

(b) Any and all geologic or geophysical information and data that are: (i) covered by an obligation of non-disclosure (provided however, Assignor shall use reasonable efforts to obtain authority to disclose said information and data), (ii) covered by an obligation of confidentiality (provided however, Assignor shall use reasonable efforts to obtain authority to disclose said information and data), and (iii) covered by a prohibition against transfer (provided however, Assignor

shall use reasonable efforts to obtain authority to transfer said information and data);

(c) Any and all pipelines, equipment, facilities, permits, contracts, agreements, easements, rights-of-way, surface leases and subsurface leases owned by an Affiliate of Assignor;

(d) Any and all records which consist of previous offers and economic analyses associated with the purchase, sale or exchange of the Properties, reserve data, confidential internal communications, personnel information, tax information, information covered by a non-disclosure obligation and information covered by a legal privilege;

(e) The properties (real, personal and mixed) and appurtenant rights (contractual or otherwise) described in Exhibit "B";

(f) A concurrent interest in, to and under, or derived from, the contracts, agreements, instruments, permits, easements, rights-of-way, servitudes, surface leases, subsurface leases and any other rights (contractual or otherwise) to the extent that they relate to or affect the interests not conveyed herein; and

(g) The right to claim under Assignor's insurance polices.

All of the properties (real, personal and mixed) and rights (contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Agreements. This Assignment is made subject to and shall be burdened by the terms, covenants and conditions contained in any contracts, agreements and instruments affecting the Properties; and at and after the Effective Time, Assignee expressly agrees to be bound by, assume the obligations arising under, and shall perform all of the terms, covenants and conditions contained therein.

3. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental

entity or tribal authority having appropriate jurisdiction, and Assignee shall comply with the same at and after the Effective Time.

4. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

5. Exchange Agreement. This Assignment (a copy of which can be obtained from Assignee at the above referenced address) is made in accordance with and is subject to the terms, covenants and conditions contained in that certain EXCHANGE AGREEMENT dated the 22nd day of May, 1998, by and between Assignor and Assignee, including the preferential right to purchase in favor of Assignor and crude call provisions contained therein ("Exchange Agreement"), and the terms, covenants and conditions contained in the Exchange Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Exchange Agreement and this Assignment, the provisions of the Exchange Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor
Snyder Oil Corporation

By: _____
Name: Steven G. Van Hook
Title: Attorney in Fact

Assignee
Amoco Production Company

Mux

By: _____
Name: Lon O. Buehner
Title: Attorney in Fact

STATE OF COLORADO §
§
CITY & COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 22nd day of May, 1998, by STEVEN G. VAN HOOK, ATTORNEY IN FACT on behalf of Snyder Oil Corporation, a Delaware corporation.

My commission expires:

May 1, 2002

Signature

PAMELA M. JOHNSON

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
CITY & COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 22nd day of May, 1998, by LON O. BUHNER, ATTORNEY IN FACT on behalf of Amoco Production Company, a Delaware corporation.

My commission expires:

May 1, 2002

Signature

PAMELA M. JOHNSON

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated May 22, 1998, between Snyder Oil Corporation, as "Assignor", and Amoco Production Company, as "Assignee".

Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
A. Sublette County, Wyoming								
20573	09-01-1993	USA WYW 130232	MCMURRY OIL COMPANY	BK 93 PG 321	028N109W	11	NE/4	160
20576	01-01-1993	USA WYW 128039	KENNETH K FARMER	BK 92 PG 407	028N109W	14	NE/4	160
50197	12-01-1993	USA WYW 141883	MCMURRY OIL COMPANY	BK 94 PG 461	028N109W	13	ALL	640
50175	05-01-1992	USA WYW 134684	MCMURRY OIL COMPANY	NOT AVAILABLE	029N107W	32	NW/4, SE/4	320
20558	05-01-1992	USA WYW 126676	MCMURRY OIL COMPANY	BK 88 PG 471	029N107W	33	NW/4, SE/4	320
20564	07-01-1992	USA WYW 127192	MCMURRY OIL COMPANY	BK 88 PG 741	029N107W	19	LOTS 1, 2, E/2NW/4, SE/4	961.18
					029N107W	20	NW/4	
					029N107W	28	SE/4	
					029N107W	29	NW/4, SE/4	
20565	08-01-1990	USA WYW 120908	L. M. GRACE JR.	NOT AVAILABLE	029N107W	17	NW/4, SE/4	640
					029N107W	20	SE/4	
					029N107W	28	NW/4	
50184	08-01-1990	USA WYW 141753	L M GRACE JR.	NOT AVAILABLE	029N107W	10	SE/4	1760
					029N107W	15	NW/4, SE/4	
					029N107W	21	NW/4, SE/4	
					029N107W	22	NW/4, SE/4	
					029N107W	23	NW/4, SE/4	
					029N107W	27	NW/4, SE/4	
20580	04-02-1994	ST WY 94-00148	MCMURRY OIL COMPANY	BK 96 PG 426	029N107W	16	NW/4, SE/4	320
20581	04-02-1994	ST WY 94-00147	MCMURRY OIL COMPANY	BK 96 PG 424	029N107W	14	NE/4SE/4	40
20644	12-01-1988	USA WYW 102717	EUGENE J WAIT JR	NOT AVAILABLE	029N107W	30	LOTS 1, 2, E/2NW/4, SE/4	642.88
					029N107W	31	LOTS 1, 2, E/2NW/4, SE/4	
20645	08-01-1994	USA WYW 133051	MCMURRY OIL COMPANY	BK 97 PG 457	029N107W	4	LOTS 3, 4, S/2NW/4, SE/4	1201.74
					029N107W	5	LOTS 3, 4, S/2NW/4, SE/4	
					029N107W	6	LOTS 3, 4, 5, SE/4NW/4, SE/4	
					030N107W	33	SE/4, E/2NW/4	
50041	09-01-1995	USA WYW 137239	SNYDER OIL CORPORATION	NOT AVAILABLE	029N107W	18	LOTS 1, 2, 3, 4, E/2W/2, E/2	642.56
50186	09-01-1995	USA WYW 141757	SNYDER OIL CORPORATION	NOT AVAILABLE	029N107W	6	LOT 7	442.27
					029N107W	7	LOT 3, 4, S/2NE/4, E/2SW/4, SE/4	
50042	09-01-1995	USA WYW 137240	SNYDER OIL CORPORATION	NOT AVAILABLE	029N107W	11	ALL	2480
					029N107W	12	ALL	
					029N107W	13	N/2, N/2S/2, SE/4SW/4, S/2SE/4	
					029N107W	14	N/2, SW/4, W/2SE/4, SE/4SE/4	
50190	08-02-1995	USA WYW 137342	JOHN P. LOCKRIDGE	NOT AVAILABLE	029N107W	1	LOTS 1-4, S/2N/2, S/2	1801.33
					029N107W	2	LOTS 1-4, S/2N/2, S/2	

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EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated May 22, 1998, between Snyder Oil Corporation, as "Assignor", and Amoco Production Company, as "Assignee".

Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
					029N107W	3	LOTS 1, 2, S/2NE/4, SE/4	
					029N107W	10	NE/4, SE/4NW/4	
50192	06-03-1999	USA WYW 142261	SNYDER OIL CORPORATION	NOT AVAILABLE	029N107W	7	N/2NE/4	480
					029N107W	8	NW/4	
					029N107W	9	N/2N/2	
					029N107W	10	N/2NW/4	
50185	06-01-1988	USA WYW 111556	GEORGE S. HAYMAN III	NOT AVAILABLE	029N107W	20	SW/4SW/4	40
20527	01-01-1992	USA WYW 125948	HIGH PLAINS ENERGY CO	NOT AVAILABLE	029N108W	20	NW/4, SE/4	320
20528	01-01-1992	USA WYW 125949	HIGH PLAINS ENERGY CO	NOT AVAILABLE	029N108W	19	NE/4	795.28
					029N108W	30	LOTS 3, 4, E/2SW/4, NE/4	
					029N108W	31	LOTS 3, 4, E/2SW/4, NE/4	
20545	12-01-1989	USA WYW 118154	HOME PETROLEUM CORP	BK 84 PG 574	029N108W	9	NW/4, SE/4	640
					029N108W	17	NW/4, SE/4	
20554	04-02-1992	ST WY 92-00196	MCMURRY OIL COMPANY	BK 88 PG 445	029N108W	16	NW/4, SE/4	320
20559	05-01-1992	USA WYW 126677	MCMURRY OIL COMPANY	BK 88 PG 470	029N108W	13	SW/4NW/4, SW/4, S/2SE/4	280
50188	05-01-1992	USA WYW 141754	MCMURRY OIL COMPANY	BK 88 PG 470	029N108W	3	SW/4NW/4, SW/4, SW/4SE/4	240
20566	11-01-1992	USA WYW 127749	MCMURRY OIL COMPANY	BK 92 PG 198	029N108W	15	NW/4, SE/4	1280
					029N108W	22	NW/4, SE/4	
					029N108W	26	ALL	
50187	11-01-1992	USA WYW 141756	MCMURRY OIL COMPANY	BK 92 PG 198	029N108W	25	NW/4, SE/4	320
20570	03-01-1993	USA WYW 128703	MCMURRY OIL COMPANY	BK 92 PG 12	029N108W	10	NW/4, SE/4	640
					029N108W	14	NW/4, SE/4	
50176	12-01-1989	USA WYW 118155	ONAGER ENTERPRISES	NOT AVAILABLE	029N108W	21	ALL - *ORI ONLY	1920
					029N108W	23	ALL - *ORI ONLY	
					029N108W	24	ALL - *ORI ONLY	
50076	01-01-1992	USA WYW 125950	HIGH PLAINS ENERGY CO	NOT AVAILABLE	029N108W	28	ALL	640
50077	06-01-1988	USA WYW 102899	EUGENE J. WAIT, JR.	NOT AVAILABLE	029N108W	27	ALL	640
50206	01-01-1992	USA WYW 141879	HIGH PLAINS ENERGY CO.	NOT AVAILABLE	029N108W	29	ALL	640
50184	06-02-1990	ST. WY 90-00365	WOLD OIL & GAS	NOT AVAILABLE	029N108W	36	ALL	640
20641	12-01-1989	USA WYW 118148	R K O'CONNELL	NOT AVAILABLE	030N107W	29	NW/4, SE/4	1201.44
					030N107W	30	SE/4	
					030N107W	31	LOTS 1, 2, E/2NW/4, SE/4	
					030N107W	32	NW/4, SE/4	
					030N107W	33	W/2NW/4	
20642	04-01-1994	USA WYW 131987	HOWELL R SPEAR	NOT AVAILABLE	030N107W	15	NW/4, SE/4	960

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EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated May 22, 1998, between Snyder Oil Corporation, as "Assignor", and Amoco Production Company, as "Assignee".

. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
					030N107W	22	NW/4, SE/4	
					030N107W	27	NW/4, SE/4	
20646	08-01-1994	USA WYW 133052	MCMURRY OIL COMPANY	BK 97, PG 458	030N107W	17	NW/4	640
					030N107W	28	NW/4, SE/4	
					030N107W	34	NW/4	
20591	04-02-1992	ST WY 92-00198	MCMURRY OIL COMPANY	BK 88 PG 447	030N108W	36	NW/4, SE/4	320

All leases subject to the following restriction: From the surface of the Earth to the base of the Mesa Verde Formation defined as the stratigraphic equivalent depth of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW1/4, Section 18, T28N-R109W.

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EXHIBIT "B"
To Assignment
and
Bill of Sale between
Snyder Oil Corporation as Assignor
and
Amoco Production Company as Assignee

EXCLUDED PROPERTIES

1. Snyder expressly reserves unto itself all of its right, title and interests in and to the properties assigned hereunder (real, personal, mixed, contractual or otherwise) to the extent such interest are below the base of the Mesa Verde formation (which is defined as the stratigraphic equivalent depth of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4, Section 18, T28N, R109W, Sublette County, Wyoming), and Snyder expressly reserves unto itself all of its right, title and interests in and to the properties (real, personal, mixed, contractual or otherwise) to the extent such interests are outside the lands set forth below; to wit:

Township - North	Range - West	Section (s)	Description
28	108	4-8, 18	All
28	109	1	All
28	109	2	E/2
28	109	11	E/2
28	109	12-13	All
28	109	14	E/2
29	107	1-36	All
29	108	3-4, 9-10	All
29	108	13	S/2 SE/4, SW/4 SW/4 NW/4
29	108	14-17	All
29	108	19	E/2
29	108	20-36	All
30	107	1-36	All
30	108	36	All

Sublette and Sweetwater Counties, Wyoming

2. Other exclusions of personal property are set forth in the exchange agreement.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW137782

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: Sun West O&G Inc
   Street: Box 309
   City, State, Zip Code: Hobbs, NM 88241

Future rental payments may be made [illegible] the anniversary date to:
[illegible]
[illegible]
P.O. Box [illegible]
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 111OW 06th Meridian WY State Sublette County
sec. 035 N2;

269607

RECORDED October 6 1998 10:25AM
IN BOOK 109 Of6 PAGE 327
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Total acres in lease 320.000 ~~480.00~~
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X
☐ Competitive lease (ten years)

☐ Other _____

RECEIVED
OCT 30 1995

THE UNITED STATES OF AMERICA

by Joe Richards
Land Law Examiner (Signing Officer) OCT 26 1995
(Title) (Date)

EFFECTIVE DATE OF LEASE NOV 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable [redacted] 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 2nd day of January, 19 98 [redacted]

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW137782

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.

WYW137782

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.

[redacted] [redacted] [redacted]

WYW137782

NOTICE TO LESSEE

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

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

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

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 JAN 20 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. WYW137782

Lease Effective Date (Anniversary Date) November 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Marshall & Winston, Inc.
   Street P.O. Box 50880
   City, State, ZIP Code Midland, Texas 79710

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Subject to attached Reassignment Rider Sublette County, Wyoming Township 27 North, Range 111 West Section 35: N/2; **269608 Containing 320.00 acres	100%	100%	None	3.00% Of 8/8ths	None

RECORDED October 16 1998 10:25AM
IN BOOK 109 OTG PAGE 332
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1998

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

/s/ PAMELA J. LEWIS

By _____ (Authorized Officer)

Chief, Leasable Minerals Section (Title) AUG 07 1998 (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 Midland

The foregoing instrument was acknowledged before me this 2nd day of January, 1998, by Shane Spear, Vice-President of Sun-West Oil & Gas, Inc., a Texas Corporation.

TRACY G. MAYFIELD
NOTARY PUBLIC
(Seal) THE STATE OF TEXAS
COMMISSION EXPIRES
03-05-2000

Tracy G Mayfield
Notary Public

My Commission Expires:

3/5/2000 Seal

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 2nd day of January, 19 98

Name of Assignor as shown on current lease Sun-West Oil & Gas, Inc.
Please type or print

Assignor Sun-West Oil & Gas, Inc. By: Shane Spear
(Signature)
or
Attorney-in-fact Shane Spear, Vice-President
(Signature)

P.O. Box 309
(Assignor's Address)

Hobbs, New Mexico 88241
(City) (State) (Zip Code)

Executed this 5th day of January, 19 98

Assignee Marshall & Winston, Inc. By: William S. Marshall
(Signature)
or Title: William S. Marshall, President
Attorney-in-fact
(Signature)

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

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

*U.S. GPO: 1988-774-017/67022

REASSIGNMENT RIDER

Attached to and made apart of that Assignment of BLM Lease WYW137782; T27N R111W Sec. 35 N/2; 320.00 acres from Sun-West Oil & Gas, Inc. to Marshal & Winston, Inc. dated January 2, 1998.

In the event Assignee desires to surrender this lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor at least forty-five (45) days in advance of the anniversary date specified in said lease by certified mail, and Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interest other than those existing on the date thereof. This paragraph shall also be expressly binding upon the successors, assigns, and partial assigns of Assignee.

[redacted] [redacted] [redacted]

TRANSFER OF SURFACE DAMAGE AND RIGHT-OF-WAY AGREEMENT

This instrument of transfer dated the 10th day of September, 1998, made by and between Ultra Resources, Inc. (herein called Ultra) and Aztec Energy Corporation (herein called Aztec):

WITNESSETH:

WHEREAS, BY SURFACE DAMAGE AND RIGHT-OF-WAY AGREEMENT (herein referred to as AGREEMENT), by and between High Mountain Ranches, Inc. and Ultra Resources, Inc. (SEE EXHIBIT "A" ATTACHED), wherein, Ultra was granted a private right to enter upon and use the property described in Exhibit "A" for the purpose of drilling, completing and producing oil and gas well, together with a right-of-way and easement across those lands described in Exhibit "A" or to construct and maintain an access road, well sites, tank batteries, pipelines and other related facilities for Ultra's complete enjoyment and rights.

WHEREAS, by Warranty Deed dated April 27, 1998, and recorded Book 38 WD, at Page 136 in the County Records of Sublette County, Wyoming, between High Mountain Ranches, Inc. as Seller, and John G. Adrikopoulos and Shaun G. Andrikopoulos, as Buyers, in said lands and AGREEMENT were sold and transferred to John G. Andrikopoulos and Shaun G. Andrikopoulos.

WHEREAS, it is the desire of Ultra to transfer said AGREEMENT to Aztec.

NOW THEREFORE, in consideration of the premises, the transfer herein made and other good and valuable considerations between the parties hereto, Ultra hereby transfers, assigns and sets over to Aztec all of its interest in that certain AGREEMENT dated December 12, 1997.

Signed and delivered this the 15th day of September, 1998.

Ultra Resources, Inc.

BY: Charlotte Kauffman

Its: Attorney-in-Fact

269622

RECORDED October 6, 1998 1:40 PM

IN BOOK 109 OR PAGE 335

FEES $8.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Seaton

STATE OF WYOMING)

COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15th day of September, 1998, by Charlotte Kauffman, Attorney-in-Fact for Ultra Resources, Inc.

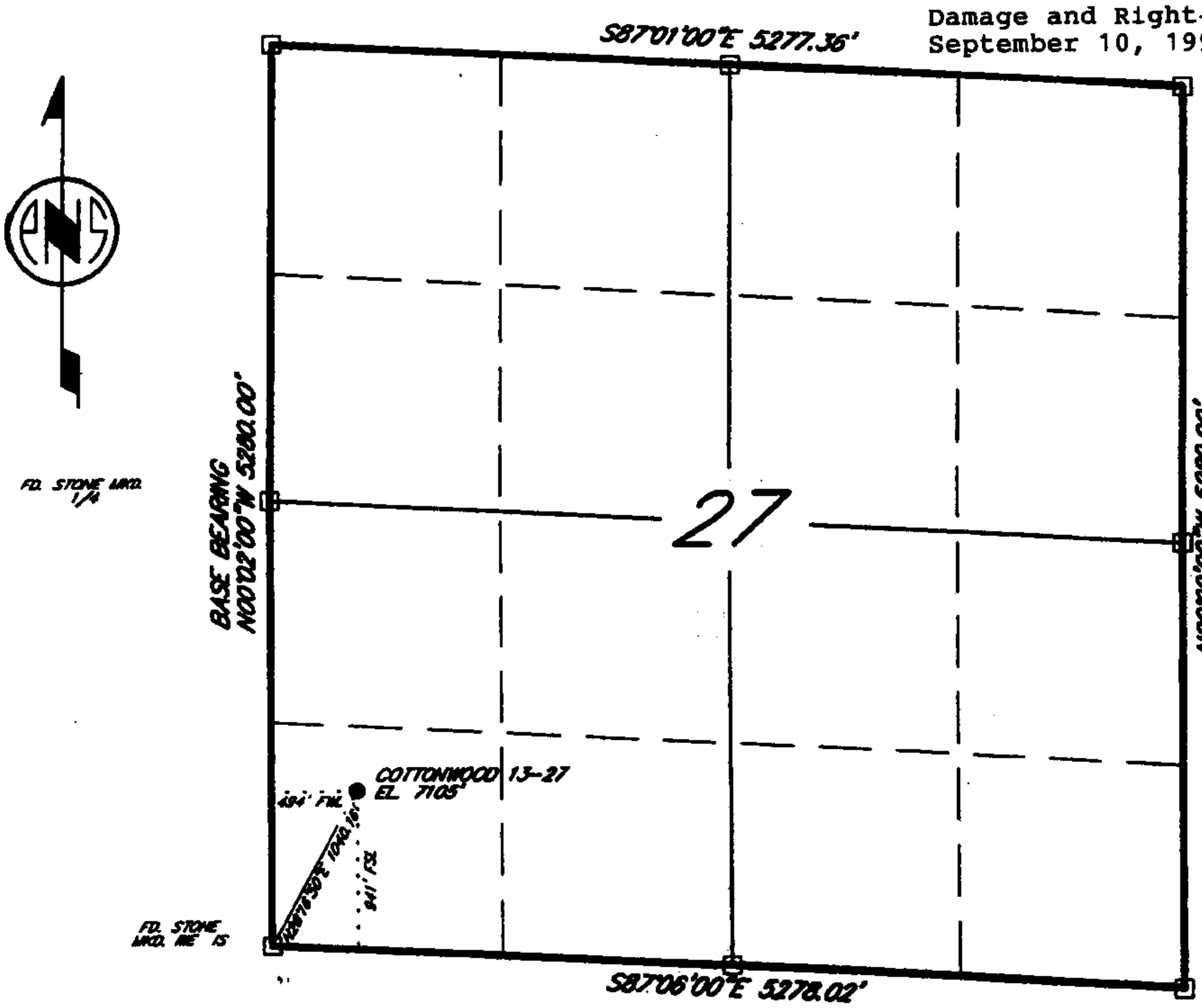
Witness my hand and official seal.

Notary Public: Cheri L. Kais

My Commission expires: 10/2/2001

T32N R111W

Exhibit "A" to
Transfer of Surface
Damage and Right-of-Way
September 10, 1998



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF SUBLETTE) SS

I, PAUL N. SCHERBEL, OF BIG PINEY, WYOMING HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION, AND THAT IT CORRECTLY REPRESENTS THE LOCATION DESCRIBED THEREON WITH THE SECTION DIMENSIONS OF RECORD ON THE OFFICIAL SURVEY PLAT.

Professional Land Surveyor
Paul N. Scherbel
164
Date 16 OCT 97
WYOMING

LAND SURVEYOR ---------- REGISTRATION No. 164
DATE SURVEYED ---------- OCTOBER 1997
SURVEYED BY ---------- SCOTT A. SCHERBEL
OFFICIAL PLAT USED ------- ORIGINAL SURVEY PLAT T32N R111W

NAD 27 SCALED
LATITUDE: 42°-43'-18"
LONGITUDE: 110°-03'-47"

LEGEND

☐ INDICATES A CORNER RECORD FILED.

ELEVATION IS BASED UPON USGS BM FSO 1934 = 7070.29'

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
BOX 1296 BIG PINEY --- MARBLETON, WYO.
TELEPHONE 307-276-3347

DRAWN BY: DARREN DAWSON
PORT: BE
CATEGORY: LTR
DATE: 16 MARCH 1997
FIELD BOOK: 2V-12p.32 Stn.40-42
FILE: C:\TC\J211127.PRO

ULTRA PETROLEUM
COTTONWOOD NO. 13-27
SW1/4SW1/4 SECTION 27 T32N R111W
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 3

PRODUCERS 88--PAID UP
Rev. 5-60, No. 2--4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of July 19 97 by and between

Vernon J. Gildea and Barbara C. Gildea, husband and wife

whose post office address is P.O. Box 191, Daniel, WY 83115, 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, 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 P.M.
Section 3: Lots 3(39.18), 4(39.01), SW/4NW/4, NW/4SW/4
Section 4: Lots 1(38.83), 2(38.65), S/2NE/4
Section 10: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 11: S/2NW/4, N/2SW/4

See Exhibit 'B' for Additional Provisions

The is no Exhibit 'A' to this Lease.

269672
9:20a
RECORDED: Oct. 9 1998 M
IN BOOK 109 O+G PAGE 337
FEES $ NO
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

and containing 635.67 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 operatings 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 Ten dollars 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.

Not withstanding anything contained herein, this lease can not be extended beyond three years past the end of the primary term without production in commercial quantities sufficient for Lessor to participate in the royalty benefits.

X Vernon J. Gildea
Vernon J. Gildea

X Barbara C. Gildea
Barbara C. Gildea

ACKNOWLEDGMENT FOR INDIVIDUAL

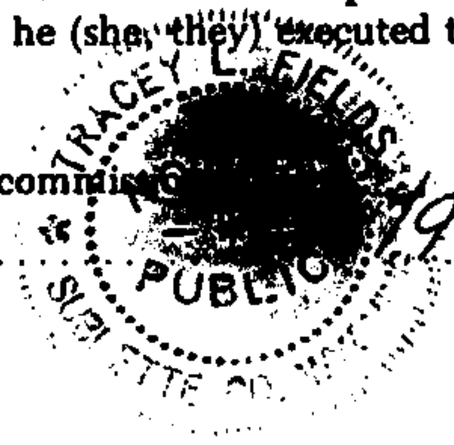
STATE OF ....Wyoming.....
} ss.
COUNTY OF ..Sublette.....

On this ..11 Th..... day of ....~~July~~ August..... 19 ..97...., before me personally appeared

..Vernon J.. Gildea and Barbara C.. Gildea,. husband and wife.....

.....

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.



Tracey L Fields Hoover
.....
Notary Public

My commission expires:
.....198.....

Residing at Cora WY 82925
.....

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

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 .....
} ss.
COUNTY OF .....

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

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

EXHIBIT "B"

Attached to and made a part of the Oil and Gas Lease dated July 1, 1997, between Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated October 28, 1994, Lessor, 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 Horse Creek which traverses the Leased Premises. Nothing contained herein shall prevent lessee for directional drilling from portions of the Leased Premises not affected by this condition to explore or capture the oil and gas underlying the lands affected by this restriction.

2. With respect to Paragraph 4 of the lease relating to shut-in-gas well payments, it is provided that, in addition to the terms and conditions stated therein, all such shut-in payments shall be paid or tendered to Lessor as provided therein in the proper amount and that any failure to timely pay or tender on or before the specified date(s) shall result in this lease being automatically terminated without further action on the part of Lessor. Moreover, shut-in payments, if properly made, will only extend this Lease for a period of three years beyond the primary term of this Lease and after this period the Lease cannot in any circumstances be extended by the payment of the shut-in gas well payments provided for herein.

3. Lessee shall not use, nor permit any tenant, occupant or any other party or entity to use, the Leased Premises, or any part thereof, for the purpose of generating, treating, producing, storing, handling, transferring, processing, transporting, disposing or otherwise releasing "hazardous substances," as hereinafter defined, either on, in, from or about the Leased Premises which:

   (a.) create or cause a contamination either on the Leased Premises or elsewhere which is required by any governmental authority to be removed, remediated, or otherwise cleaned up under any applicable "Environmental Law," as defined below;

   (b.) creates any form of liability, civil or criminal, direct or indirect, due to such contamination; or

   (c.) is in contravention of any Environmental Law.

That the terms "Environmental Law" and "Environmental Laws" as used in this Lease include any and all current and future federal, state, and local environmental laws, statutes, rules, regulations and ordinances, as the same shall be amended and modified from time to time, including, but not limited to,

"common law," the Clean Water Act, as amended from time to time, the Clean Air Act, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time, the Resource Conservation and Recovery Act (RCRA), as amended from time to time, and the Toxic Substances Control Act (TSCA), as amended from time to time.

That "hazardous substances" as used in this Lease includes any and all "hazardous substances" as defined in CERCLA, any and all "hazardous wastes" as defined in RCRA, any and all "toxic substances" as defined in TSCA, petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), radon gas, urea formaldehyde foam insulation (UFFI) and any and all other hazardous substances, hazardous wastes, pollutants and contaminants regulated or controlled by any of the Environmental Laws.

That Lessee shall, in the event of any discharge, spill, injection, escape, emission, disposal, leak or other release of hazardous substances on, in, under, onto or from the Leased Premises, which is not authorized by a currently valid permit or other approval issued by the appropriate governmental agencies:

(a.) promptly notify Lessor, the Environmental Protection Agency National Response Center and the appropriate State Department of Environmental Quality;

(b.) take all steps necessary to promptly clean up such discharge, spill, injection, escape, emission, disposal, leak or another release in accordance with the provisions of all applicable Environmental Laws; and

(c.) receive certification from the appropriate State Department of Environmental Quality or Federal Environmental Protection Agency that the Leased Premises, and any other property affected, has been cleaned up to the satisfaction of those agencies.

That Lessee shall and does hereby grant Lessor and Lessor's agents, employees, contractors and designees an irrevocable license (coupled with an interest) to enter the Leased Premises from time to time to:

(a.) evaluate and monitor the Leased Premises for compliance with all Environmental Laws and the terms of this Lease;

(b.) evaluate the presence of hazardous substances; and

(c.) perform appropriate tests and test borings, including taking soil and ground water samples.

That Lessee shall provide Lessor with all notices and other communications received from federal, state and local agencies and departments which enforce and administer the Environmental Laws. From time to time Lessee shall provide Lessor, upon request, any and all information requested by Lessor concerning the use of the Leased Premises and Lessee's compliance with the Environmental Laws and the terms of this Lease, including, but not limited to, all licenses, permits and certificates, and the books and records pertaining to the Leased Premises.

That Lessee shall require that all tenants, subtenants, undersubtenants 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.

That Lessor, shall, in addition to those notifications required elsewhere in this lease, notify Lessor of:

(a.) the presence of any visible asbestos or asbestos-containing materials, PCB's (except as shown on the Enviromental Certifcate), radon gas beyond acceptable limits, or urea formaldehyde foam insulation at, in, on, under, onto or from the Leased Premises; and

(b.) the receipt by Lessee of any notice or other communication from any governmental entity or authority or from any tenant or other occupant or from any other event involving a hazardous substance on, in, under, onto or from the Leased Premises or any violation of an Environmental Law.

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. This shall include the presence of any or threatened migration or release of any hazardous materials or substances. In the event Lessor receives notice that hazardous material or substances are present or pose a problem, and time permits, Lessor or their agent shall immediately notify Lessee, its assigns or successors of any problem or pending problem. In this situation, Lessee, its assigns or successors, shall have sixty (60) days to rectify the problem. If the urgency of the problem, or Federal, State or Local law requires that immediate action be taken, and Lessee, its assigns or successors, can not immediately respond, then Lessor may take the necessary action to rectify the problem and Lessee, its assigns or successors, will reimburse Lessor for all reasonable expenses, including liability costs and expenses as well as fees and expenses of attorneys and other professional consultants and experts.

This indemnification, as it pertains to Lessee's, its successor's or assign's possession and operations on said lands, shall survive any termination or cancellation of this Lease and shall be applicable to any assignee, sublessee or operator of the Leased Premises.

Signed for Identification

Barbara C. Gildea

Barbara C. Gildea

Vernon J. Gildea

Vernon J. Gildea

High Plains Associates, Inc.

342

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of July, 19 97, by and between
Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10-28-94

whose post office address is P.O. Box 191, Daniel, WY 83115, 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, 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:

269673
RECORDED October 9 1998 9:20 A M
IN BOOK 109 OTG PAGE 342
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Seaton

See Exhibit 'A' for land discription

See Exhibit 'B' for Additional Provision

and containing 2335.93 ~~2336.29~~ acres, more or less. BCG VJG

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~~. BCG VJG

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~~ BCG Ten ~~five~~ dollars VJG per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

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

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

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

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

12. ~~Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate 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.~~ BCG VJG

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. BCG VJG

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.

Not withstanding anything contained herein, this lease can not be extended beyond three years past the end of the primary term without production in commercial quantities sufficient for Lessor to participate in the royalty benefits.

X Vernon J. Gildea Trustee
Vernon J. Gildea
Trustees of the Barbara C. Gildea Trust dated10-28-94

X Barbara C. Gildea, Trustee
Barbara C. Gildea

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 11 Th day of ~~July~~ August 19 97, before me personally appeared Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10-28-94

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.

Tracey L Fields Hoover
Notary Public

My commission expires: 8/8/98

Residing at Coca WY 82925

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 .....

520023

RECORDING DATA

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

EXHIBIT "A"

Attached to and made apart of the Oil and Gas Lease between Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10-28-94, Lessors, and High Plains Associates, Inc., Lessee.

TRACT #1

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1(27.07), 2(25.47), 3(23.85)

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SE/4, SW/4NE/4

Township 34 North, Range 112 West, 6th P.M.
Section 14: SW/4

Township 34 North, Range 113 West, 6th P.M.
Section 15: S/2SW/4, W/2SE/4
Section 22: N/2NW/4, SW/4NW/4
Section 34: E/2SW/4

Containing 1116.39 acres, more or less.

TRACT #2

Township 33 North, Range 111 West, 6th P.M.
Section 1: Lots 3(39.86), 4(39.81), S/2NW/4, SW/4
Section 2: Lots 1(39.82), 2(39.89), 3(39.97), SE/4NW/4, NE/4SW/4, S/2NE/4, SE/4

Township 34 North, Range 111 West, 6th P.M.
Section 35: E/2SW/4, S/2SE/4, less tracts containing 12.68 acres more or less described in Warranty Deed dated December 1,1947, between Ralph Conwell, et ux and Eugene Pfisterer et al, recorded in Book of Deeds 5, Page 166 in Sublette County, Wyoming.

Containing 906.67 acres, more or less.

TRACT #3

Township 34 North, Range 113 West, 6th P.M.
Section 2: Lots 3(38.23), 4(38.04), S/2NW/4
Section 3: Lots 1(38.12), 2(38.48), S/2NE/4

Containing 312.87 acres, more or less.

Signed for Identification:

Barbara C. Gildea

Vernon J. Gildea

EXHIBIT "B"

Attached to and made a part of the Oil and Gas Lease dated July 1, 1997, between Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated October 28, 1994, Lessor, 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 Horse Creek which traverses the Leased Premises. Nothing contained herein shall prevent lessee for directional drilling from portions of the Leased Premises not affected by this condition to explore or capture the oil and gas underlying the lands affected by this restriction.

2. With respect to Paragraph 4 of the lease relating to shut-in-gas well payments, it is provided that, in addition to the terms and conditions stated therein, all such shut-in payments shall be paid or tendered to Lessor as provided therein in the proper amount and that any failure to timely pay or tender on or before the specified date(s) shall result in this lease being automatically terminated without further action on the part of Lessor. Moreover, shut-in payments, if properly made, will only extend this Lease for a period of three years beyond the primary term of this Lease and after this period the Lease cannot in any circumstances be extended by the payment of the shut-in gas well payments provided for herein.

3. Lessee shall not use, nor permit any tenant, occupant or any other party or entity to use, the Leased Premises, or any part thereof, for the purpose of generating, treating, producing, storing, handling, transferring, processing, transporting, disposing or otherwise releasing "hazardous substances," as hereinafter defined, either on, in, from or about the Leased Premises which:

   (a.) create or cause a contamination either on the Leased Premises or elsewhere which is required by any governmental authority to be removed, remediated, or otherwise cleaned up under any applicable "Environmental Law," as defined below;

   (b.) creates any form of liability, civil or criminal, direct or indirect, due to such contamination; or

   (c.) is in contravention of any Environmental Law.

That the terms "Environmental Law" and "Environmental Laws" as used in this Lease include any and all current and future federal, state, and local environmental laws, statutes, rules, regulations and ordinances, as the same shall be amended and modified from time to time, including, but not limited to,

"common law," the Clean Water Act, as amended from time to time, the Clean Air Act, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time, the Resource Conservation and Recovery Act (RCRA), as amended from time to time, and the Toxic Substances Control Act (TSCA), as amended from time to time.

That "hazardous substances" as used in this Lease includes any and all "hazardous substances" as defined in CERCLA, any and all "hazardous wastes" as defined in RCRA, any and all "toxic substances" as defined in TSCA, petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), radon gas, urea formaldehyde foam insulation (UFFI) and any and all other hazardous substances, hazardous wastes, pollutants and contaminants regulated or controlled by any of the Environmental Laws.

That Lessee shall, in the event of any discharge, spill, injection, escape, emission, disposal, leak or other release of hazardous substances on, in, under, onto or from the Leased Premises, which is not authorized by a currently valid permit or other approval issued by the appropriate governmental agencies:

(a.) promptly notify Lessor, the Environmental Protection Agency National Response Center and the appropriate State Department of Environmental Quality;

(b.) take all steps necessary to promptly clean up such discharge, spill, injection, escape, emission, disposal, leak or another release in accordance with the provisions of all applicable Environmental Laws; and

(c.) receive certification from the appropriate State Department of Environmental Quality or Federal Environmental Protection Agency that the Leased Premises, and any other property affected, has been cleaned up to the satisfaction of those agencies.

That Lessee shall and does hereby grant Lessor and Lessor's agents, employees, contractors and designees an irrevocable license (coupled with an interest) to enter the Leased Premises from time to time to:

(a.) evaluate and monitor the Leased Premises for compliance with all Environmental Laws and the terms of this Lease;

(b.) evaluate the presence of hazardous substances; and

(c.) perform appropriate tests and test borings, including taking soil and ground water samples.

That Lessee shall provide Lessor with all notices and other communications received from federal, state and local agencies and departments which enforce and administer the Environmental Laws. From time to time Lessee shall provide Lessor, upon request, any and all information requested by Lessor concerning the use of the Leased Premises and Lessee's compliance with the Environmental Laws and the terms of this Lease, including, but not limited to, all licenses, permits and certificates, and the books and records pertaining to the Leased Premises.

That Lessee shall require that all tenants, subtenants, undersubtenants 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.

That Lessor, shall, in addition to those notifications required elsewhere in this lease, notify Lessor of:

(a.) the presence of any visible asbestos or asbestos-containing materials, PCB's (except as shown on the Enviromental Certifcate), radon gas beyond acceptable limits, or urea formaldehyde foam insulation at, in, on, under, onto or from the Leased Premises; and

(b.) the receipt by Lessee of any notice or other communication from any governmental entity or authority or from any tenant or other occupant or from any other event involving a hazardous substance on, in, under, onto or from the Leased Premises or any violation of an Environmental Law.

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. This shall include the presence of any or threatened migration or release of any hazardous materials or substances. In the event Lessor receives notice that hazardous material or substances are present or pose a problem, and time permits, Lessor or their agent shall immediately notify Lessee, its assigns or successors of any problem or pending problem. In this situation, Lessee, its assigns or successors, shall have sixty (60) days to rectify the problem. If the urgency of the problem, or Federal, State or Local law requires that immediate action be taken, and Lessee, its assigns or successors, can not immediately respond, then Lessor may take the necessary action to rectify the problem and Lessee, its assigns or successors, will reimburse Lessor for all reasonable expenses, including liability costs and expenses as well as fees and expenses of attorneys and other professional consultants and experts.

This indemnification, as it pertains to Lessee's, its successor's or assign's possession and operations on said lands, shall survive any termination or cancellation of this Lease and shall be applicable to any assignee, sublessee or operator of the Leased Premises.

Signed for Identification

Barbara C. Gildea

Barbara C. Gildea

Vernon J. Gildea

Vernon J. Gildea

High Plains Associates, Inc. – President

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of August, 19 97, by and between Ruth M. Darland, a single person, heir of Velma O. Meyers whose post office address is 502 South Beech, Cortez, CO 81321 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:

269674

9:20a

RECORDED Oct. 9, 1998 M
IN BOOK 109 PAGE 348
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Township 34 North, Range 112 West, 6th P.M.
Section 15: SE/4

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.

X Ruth M Darland
Ruth M. Darland

SS# 525-44-7149

STATE OF Colorado
COUNTY OF Montezuma
ss.

ACKNOWLEDGMENT-INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August, 19 97

personally appeared Ruth M. Darland, a single person, 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 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 05-05-2000

Valerie J Thaught
Notary Public

Address: 380 E Montezuma, Cortez

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: _____

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

350

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 13th day of November 19 97, by and between Elizabeth A. Ellis, Trustee of the Anne E. Barger Family Trust whose post office address is 1511 Albany, Rock Springs, Wyoming 82901 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 (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, 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. 9:20a

269675

RECORDED Oct. 9 1998 M
IN BOOK 109 046 PAGE 350
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 384.71 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 operations 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.

Elizabeth A. Ellis, Trustee of the
Anne E. Barger Family Trust

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 13th day of November, 1997 personally appeared Elizabeth A. Ellis, Trustee of the Anne E. Barger Family 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 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 10-31-2001

RAYMOND C. MUNSON NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
COMMISSION EXPIRES OCT. 31, 2001

Raymond C. Munson
Notary Public.

Address: Pinedale, 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: _____

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

EXHIBIT "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated November 13, 1997, by and between Elizabeth A. Ellis, Trustee of the Anne E. Barger Barger Family Trust, as Lessor and High Plains Associates, Inc., as Lessee.

TOWNSHIP 33 NORTH, RANGE 108 WEST
Section 33: S/2SE/4 & SW/4SE/4

TOWNSHIP 32 NORTH, RANGE 108 WEST
Section 5: Lot 3(34.91), Lot 4(34.79), SW/4SE/4, an all that part of the SW/4NW/4, lying and being North of Wyoming State Highway 187 (containing 32.90 acres, M/L)

Section 6: All that part of Lot 4, lying and being North of Wyoming State Highway 187 (containing 31.54 acres, M/L)

Section 20: NE/4NE/4

Section 21: NW/4NW/4

Sublette County, Wyoming
Containing 384.71 Acres, More or Less

Notwithstanding anything to the contrary in 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, communitized 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 drilling of another well.

2. All references herein made to a 1/8th royalty, are hereby amended to read 15% royalty.

Signed For Identification

Elizabeth A. Ellis, Trustee of the
Anne E. Barger Family Trust

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **High Plains Associates, Inc., 1557 Ogden Street, Suite 300, Denver, CO 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 that certain Oil and Gas Lease described below insofar as said lease covers the described land in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

269676

RECORDED Oct. 9 1998 9:20 M
IN BOOK 109016 PAGE 353
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

LESSOR:	Magdeline Bloom, a widow
LESSEE:	High Plains Associates, Inc.
DATE:	January 28, 1998
RECORDED:	Book 107, Page 413 in the records of Sublette County, Wyoming
DESCRIPTION:	Township 31 North, Range 108 West, 6th P.M. Section 23: W2SE4, E2SW4 Section 25: SE4

Containing 320.00 acres, more or less

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

EXECUTED this 23rd day of June 1998.

ATTEST:

Lynne M. Baalman, Secretary

HIGH PLAINS ASSOCIATES, INC.

Louis A. Oswald, III, President

ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 23rd day of June, 1998, 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 23rd day of June, 1998.

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

354

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Steve Tofte, P.O. Box 4221, Casper, Wyoming 82604**, 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 **High Plains Associates, Inc., 1557 Ogden Street, Suite 300, Denver, Colorado 80218**, hereinafter called Assignee, all of its right, title and interest in and to that certain Oil and Gas Lease described below insofar as said lease covers the described land in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

LESSOR:	Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10/28/94
LESSEE:	Steve Tofte
DATE:	July 1st, 1997
RECORDED:	Book 107, Page 380 of the O&G records in Sublette County, Wyoming
DESCRIPTION:	Tract #1: Township 34 North, Range 113 West, 6th P.M. Section 17: SW4NW4, N2SW4 Section 18: Lots 3(35.77), 4(35.86), E2NW4, SE4SW4, NW4NE4, S2NE4, NE4SE4, SW4SE4 Section 20: SW4NE4, SE4, E2SW4 Section 21: N2SW4, SW4SW4, NW4SE4, SE4NE4 Section 22: N2NW4, SW4NW4 Section 29: NW4NE4, SW4SE4 Section 32: NE4, N2SE4, SE4SE4 Section 33: SW4, SW4 Containing 1671.63 acres, more or less Tract #2 Township 34 North, Range 113 West, 6th P.M. Section 4: Lots 1(39.28), 3(38.87), 4(38.66), SE4NE4, S2NW4 Section 5: Lots 1(38.57), 2(38.59), S2NE4, SE4NW4, N2SE4 Township 35 North, Range 113 West, 6th P.M. Section 32: S2SE4 Section 33: S2SW4 Containing 673.97 acres, more or less

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

EXECUTED this 12 day of June 1998.

269677

Steve Tofte

RECORDED Oct. 9 1998 9:20A M
IN BOOK 109 O&G PAGE 354
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

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 June, 19 98, personally appeared Steve Tofte, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires: 3-11-02

Lola B. Jones

Address: Casper Wy 82607

NOTARY PUBLIC
LOLA B. JONES
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires March 11, 2002

[redacted] [redacted] [redacted]

Form No. 11

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, h/w; 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, h/w PO Box 189, Big Piney, WY 83113; as Lessors and Loma Energy Corp., as lessee, dated the 12th day of November 19 97, insofar as same covers the following described land, to-wit:

Township 33 North, Range 113 West, 6th P.M.
Sec 5: SW¼, W½SE¼
Sec 6: Lots 6,7, E½SW¼, SE¼
Sec 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Sec 8: W½NE¼, SE¼NE¼, NW¼, N½S½, SE¼SE¼
Sec 9: SW¼NW¼, N½SW¼
Sec 15: W½W½
Sec 17: E½NE¼

Township 33 North, Range 114 West, 6th P.M.
Sec 1: SW¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼
Sec 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th P.M.
Sec 26: W½SW½

Section XXXXXX, Township XXXXXXX, Range XXXXXX, and containing 2,313.87 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 107 O&G Page 19.

Executed this 5th day of October, 19 98.

269741

RECORDED Oct. 13 1998 8:40A M
IN BOOK 109 O+G PAGE 856
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

LOMA ENERGY CORP.
By: Douglas R. Hansen, President
ATTEST: Lori A. Hansen
Lori A. Hansen, Secretary

CORPORATE SEAL

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 Billings, MT, 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 5th day of Oct, 19 98.

My commission expires June 1, 2001

Joanna DSamuels
Notary Public.

SEAL STATE OF MONTANA

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **John Fredlund and Bess Snyder Fredlund**, husband and wife, of P.O. Box 1362, Billings, Montana 59103 (hereinafter referred to as Assignors), for and in consideration of the sum of Ten and No/100 Dollars and other valuable considerations, the receipts and sufficiencies of which are hereby acknowledged, do hereby assign, convey and transfer unto **DAL Partnership**, of P.O. Box 21395, Billings, Montana 59104, (hereinafter referred to as Assignee), an overriding royalty of 1% of 8/8th, in and to all of the lands described in the following oil and gas lease:

Lessor:	John Fredlund and Bess Snyder Fredlund, husband and wife
Lessee:	Loma Energy Corp.
Date:	November 12, 1997
Recorded:	Book 106 O&G, Page 692
Description:	Township 33 North, Range 113 West, 6th PM Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 23: SW¼NW¼, W½SW¼, SE¼SW¼ Section 25: NW¼NW¼ Section 26: N½N½, SW¼NW¼, NW¼SW¼ Section 27: NE¼, E½NW¼, NE¼SE¼ Containing 1,080.0 acres, more or less. Sublette Co., Wyoming

This override shall perpetuate only for the term of said lease, and is payable out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the described lease.

This override shall bear its proportionate share of all taxes assessed against and chargeable to it, and is subject only to any provisions that may affect the existing lease royalties that are now owned by said Assignors.

If said Assignors own a less interest in the above described land than the entire and undivided fee simple estate therein, then the override described herein shall be reduced to the proportion which Assignors' interest bears to the whole and undivided fee.

IN WITNESS WHEREOF, Assignors have executed and delivered this assignment of overriding royalty interest as of this 30th day of January, 1998.

269742

B-40A

RECORDED Oct. 13 1998 M
IN BOOK 109 O&G PAGE 356
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorter

John Fredlund

Bess Snyder Fredlund

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 30th day of January, 1998, before me, a Notary Public in and for said county and state, personally appeared John Fredlund and Bess Snyder Fredlund, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

My Commission Expires:
7-23-99

Charles J. Herring
Notary Public

Residing at Billings, MT

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Fred W. Marble**, a married man dealing in his sole and separate property, with address at P.O. Box 796, Billings, Montana 59103 (hereinafter referred to as Assignor), for and in consideration of the sum of Ten and No/100 Dollars and other valuable considerations, the receipts and sufficiencies of which are hereby acknowledged, does hereby assign, convey and transfer unto **DAL Partnership**, of P.O. Box 21395, Billings, Montana 59104, (hereinafter referred to as Assignee), an overriding royalty of 1% of 8/8th, in and to all of the lands described in the following oil and gas lease:

Lessor:	Fred W. Marble, a married man dealing in his sole and separate property
Lessee:	Loma Energy Corp.
Date:	November 12, 1997
Recorded:	Book 106 O&G, Page 689
Description:	Township 33 North, Range 113 West, 6th PM Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 23: SW¼NW¼, W½SW¼, SE¼SW¼ Section 25: NW¼NW¼ Section 26: N½N½, SW¼NW¼, NW¼SW¼ Section 27: NE¼, E½NW¼, NE¼SE¼ Containing 1,080.0 acres, more or less. Sublette Co., Wyoming

This override shall perpetuate only for the term of said lease, and is payable out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the described lease.

This override shall bear its proportionate share of all taxes assessed against and chargeable to it, and is subject only to any provisions that may affect the existing lease royalties that are now owned by said Assignors.

If said Assignor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the override described herein shall be reduced to the proportion which Assignor's interest bears to the whole and undivided fee.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 30th day of January, 1998.

269743

8:40A
RECORDED Oct. 13 1998 M
IN BOOK 109 O&G PAGE 357
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sexton

Fred W. Marble
Fred W. Marble

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 30th day of January, 1998, before me, a Notary Public in and for said county and state, personally appeared Fred W. Marble, a married man dealing in his sole and separate property, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

My Commission Expires:

12-28-98

Marie L Meidinger
Notary Public

Residing at Billings Montana

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Springfield Oil Company**
HC 52, Box 108-F
Hot Springs, South Dakota 57747

hereinafter called Assignor
(whether one or more), for and in consideration of Ten Dollars ($10.00) the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

Duncan M. O'Brien
1630 Welton Street, Suite #530
Denver, CO 80202

hereinafter called Assignee, all of Assignor's right, title and interest in and to those certain oil and gas leases described on Exhibit "A" attached hereto and by this reference made a part hereof, and situate in the County of Sublette, State of Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

Assignor does hereby warrant title to the rights and interest conveyed herein against the claims of any persons or entities by, through or under assignor only and not otherwise.

EXECUTED, This 5th day of October, 1998.

Springfield Oil Company

John P. Hollmann,
President

ATTEST:

Elisabeth M. Hollmann,
Secretary

STATE OF SOUTH DAKOTA)
) ss. Corporate Acknowledgement
COUNTY OF FALL RIVER)

BEFORE ME, the undersigned Notary Public in and for the above County and State, personally appeared John P. Hollmann, President of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

This 8th day of October, 1998.

My commission expires:
Judy Thies, Notary Public
My Commission Expires March 3, 2002

Notary Public

269750

RECORDED October 13, 1998 10:20 am
IN BOOK 109 O+G PAGE 358
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

EXHIBIT "A"
Page 1 of 1
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION OF LANDS	ACRES	RECORDED BOOK/PAGE
3013-1	John R. Buyer and Laurie Buyer, husband and wife	Springfield Oil Company	8-18-97	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 Section 32: E/2E/2, SW/4SE/4 Section 33: NW/4NW/4, SW/4NW/4, SE/4NW/4	1,160.00	106 OG/93
3013-1A	Margaret L. Buyer, a single woman	Springfield Oil Company	8-18-97	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	840.00	106 OG/95
3013-2	Emma Lee Hecox, a single woman	Springfield Oil Company	2-19-98	Township 37 North, Range 110 West, 6th P.M. Section 13: W/2SE/4 & SE/4SE/4 lying west of Green River Lakes Road; SW/4SW/4 Section 14: SE/4SE/4 Section 24: NW/4NE/4, N/2NW/4, SW/4NW/4, W/2SW/4, NE/4NE/4 lying westerly of the center line of the Green River County Road Section 25: NW/4NW/4 Section 26: NE/4NE/4	497.00	107 OG/183

359

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY1105

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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Lease Serial No.
WYW 131922

Lease Effective Date
(Anniversary Date)
04/01/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC.
Street 12200 N. PECOS STREET
City, State, ZIP Code DENVER, CO 80234-3439

*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 or 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, 6TH P.M. SECTION 15: ALL SECTION 22: ALL SECTION 23: S/2N/2, S/2 SECTION 24: ALL SECTION 27: N/2N/2 SUBLETTE COUNTY, WYOMING CONTAINING 2,560.00 ACRES, MORE OR LESS	100%	15%	85%	NONE	OF RECORD

269764

RECORDED October 14, 1998 8:55AM
IN BOOK 109 Oil & G PAGE 360
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[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 DOUGLAS)

BE IT KNOWN, that on the 1st day of September, 1998, before me, the undersigned authority, personally came and appeared **R.G. Jerry Albertus, President of Ultra Resources, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS SEAL STATE OF COLORADO

Notary Public

My commission expires: March 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 1st day of September 1998

Name of Assignor as shown on current lease Ultra Resources, Inc.
Please type or print

Assignor: R. G. Albertus RB
(Signature)

or Attorney-in-fact: R. G. "Jerry" Albertus, President.
(Signature)

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood CO 80112-5825
(City) (State) Zip Code)

Executed this 1st day of October, 1998

LANCE OIL & GAS COMPANY, INC.

Assignee
(Signature)

or Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

362

WY-1182

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-118157

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, Colorado 80234

*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 interest 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 108 West, 6th PM Section 22: NW/4, W/2SW/4, SE/4SW/4, SE/4 Section 23: N/2NE/4, SE/4NE/4, S/2 Section 27: W/2W/2 Section 28: All Section 33: NE/4, N/2NW/4 Section 34: S/2NW/4, NE/4SW/4 Containing 2,040.00 acres, M/L Sublette Co., WY	100%	25%	75%	NONE	Of Record

269765

RECORDED October 14 1998 8:55 A M
IN BOOK 109 O&G PAGE 362
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 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]

[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 DOUGLAS)

BE IT KNOWN, that on this 29 day of July, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.,** to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 29th day of July, 19 98

Name of Assignor as shown on current lease: Ultra Resources Inc.
Please type or print

Assignor: [signature] (Signature)

or

~~Attorney-in-fact~~: R.G. "Jerry" Albertus, ~~President~~ (Signature)

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 1st day of October, 19 98

Lance Oil & Gas Company, Inc.

Assignee: _____ (Signature)

or

Attorney-in-fact: [signature] (Signature)

Ralph W. Ponlick, Attorney-In-Fact

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

364

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-

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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Lease Serial No.
WYW - 146485

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC.
Street 12200 N. PECOS STREET
City, State, ZIP Code DENVER, CO 80234-3439

*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 113 WEST, 6TH P.M. SECTION 9: S/2NW/4, SW/4, S/2SE/4 SECTION 15: SW/4NE/4, W/2NW/4, SE/4NW/4, N/2SW/4 TOWNSHIP 35 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 32: NE/4, NE/4SE/4 SECTION 33: NE/4, N/2S/2 SECTION 34: NW/4, N/2S/2 SUBLETTE COUNTY, WYOMING	100%	15%	85%	NONE	NONE

269766

RECORDED October 14, 1998 8:55 AM
IN BOOK 109 O*G PAGE 364
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 _____ (Authorized Officer) _____ (Title) _____ (Date)

WY-32509

[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 DOUGLAS)

BE IT KNOWN, that on the 28 day of September, 1998, before me, the undersigned authority, personally came and appeared **R. G. "Jerry" Albertus, President of Ultra Resources, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was [illegible] for the uses, purposes and benefits therein expressed.

SEAL

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires: March 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees 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 28 day of September, 1998

Name of Assignor as shown on current lease Ultra Resources, Inc.
Please type or print

Assignor: [signature]
(Signature)

or Attorney-in-fact: R. G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood CO 80112-5258
(City) (State) Zip Code)

Executed this 1st day of October, 1998

LANCE OIL & GAS COMPANY, INC.

Assignee
(Signature)

or Attorney-in-fact [signature]
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

346

WY -

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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Lease Serial No.
WYW - 146475

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC.
Street 12200 N. PECOS STREET
City, State, ZIP Code DENVER, CO 80234-3439

*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, 6TH P.M. SECTION 4: LOT 4, S/2NW/4, SW/4 SECTION 5: LOTS 1-3, S/2N/2, S/2 SECTION 8: NE/4 SECTION 9: W/2 SUBLETTE COUNTY, WYOMING	100%	15%	85%	NONE	NONE

269767

RECORDED October 14, 1998 8:55 AM
IN BOOK 109 O+G FACE 346
FEES $8.00 M L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sayton

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-32569

[redacted] [redacted] [redacted]

[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 DOUGLAS)

BE IT KNOWN, that on the 18 day of September, 1998, before me, the undersigned authority, personally came and appeared **R. G. "Jerry" Albertus, President of Ultra Resources, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and [illegible] uses, purposes and benefits therein expressed.

SEAL

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires: March 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees 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 28 day of September, 1998

Name of Assignor as shown on current lease Ultra Resources, Inc.
Please type or print

Assignor: R. G. Jerry Albertus
(Signature)

or Attorney-in-fact: R. G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood CO 80112-5258
(City) (State) Zip Code)

Executed this 1st day of October, 1998

LANCE OIL & GAS COMPANY, INC.

Assignee

or Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-in-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

368

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1350

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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Lease Serial No.
WYW 146476

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC.
Street 12200 N. PECOS STREET
City, State, ZIP Code DENVER, CO 80234-3439

*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 or 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 7: LOTS 1-3 SECTION 8: LOT 2 SUBLETTE COUNTY, WYOMING CONTAINING 158.12 ACRES, MORE OR LESS	100%	15%	85%	NONE	NONE

269768
RECORDED October 14 1998 8:55AM
IN BOOK 109 OIG PAGE 368
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Luxton

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-32507

[redacted] [redacted] [redacted]

[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 DOUGLAS)

BE IT KNOWN, that on the 28 day of September, 1998, before me, the undersigned authority, personally came and appeared **R. G. "Jerry" Albertus, President of Ultra Resources, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was free act for the uses, purposes and benefits therein expressed.

SEAL

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires: March 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees 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 28 day of September, 1998

Name of Assignor as shown on current lease Ultra Resources, Inc.
Please type or print

Assignor: R. G. "Jerry" Albertus (Signature)

or Attorney-in-fact: R. G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood (City) CO (State) 80112-5258 (Zip Code)

Executed this 1st day of October, 1998

LANCE OIL & GAS COMPANY, INC.

Assignee

or Attorney-in-fact Ralph W. Ponfick (Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

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LAND AND SURVEY OFFICE
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Serial No. 08589
Receipt No. 14082

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

(Fill in on a typewriter or print plainly in ink and sign in ink)

Rental $1267.50

1. Name Jean Harmon

P. O. Address Box 856 Casper, Wyoming

hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
6th Principal Meridian Wyoming (State)	6th P.M. Meridian Wyoming (State)
T. 32 N. R. 109 W. 6th: Legal subdivisions Section 5 - Lots 1, 2, 3, 4, S½ Section 6 - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, SE¼ Section 7 - E½ Section 8 - All Section 17 - All	T. 32 N., R. 109 W., Sec. ____: Legal subdivisions sec. 5, lots 1, 2, 3, 4, S½; sec. 6, lots 1 to 10, inc., SE¼; sec. 7, E½; sec. 8, all; sec. 17, all;
Total Area 2534.41 Acres	SUBLETTE COUNTY Total Area 2534.41 Acres Rental retained $ 1267.50

269812

RECORDED October 16 1998 M 10:15A
IN BOOK 109 O+G PAGE 370
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou Page

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 16 1998
Adelle L. Kowalske
BUREAU OF LAND MANAGEMENT

4. Amount remitted: Filing fee $10, Rental $ 1267.50, Total $ 1277.50

5. Undersigned certifies as follows: Marriage date - April 14, 1951 Husband Native Born.
(a) Offeror is a citizen of the United States. Native born X Naturalized ____ If naturalized, give court, date and number of naturalization certificate. Corporation or other legal entity (specify what kind): ____

(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation and Forest stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 16 th day of AUGUST, 19 51

Witness: _____ _____ (Lessee signature)

_____ _____ (Lessee signature)

_____ (Attorney-in-fact)

A lease for the lands described in Item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By _____ (Signing officer)
Manager, Land and Survey Office
(Title)

Effective date of lease OCT. 1, 1951

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

CERTIFIED
to be a true and comparative copy
of the official records on file

SEP 16 1998

Ruth A. Kwalski
BUREAU OF LAND MANAGEMENT

LEASE TERMS

Section 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and as long thereafter as oil or gas in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) To furnish a bond in a sum double the amount of $1 per acre annual rental, but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (4) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (5) In all other cases where a bond is not otherwise required, to furnish not less than 30 days before the due date of the next unpaid annual rental, a $1,000 bond conditioned on compliance with the lease obligations, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 30 days prior to its due date. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and operation, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessor, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and approved by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For the first lease year, a rental of 50 cents per acre or fraction thereof, or if the lands are in Alaska, 25 cents per acre or fraction thereof.

(ii) For the second and third lease years, no rental.

(iii) For the fourth and fifth years, 25 cents per acre or fraction thereof.

(iv) For the sixth and each succeeding year, 50 cents per acre or fraction thereof, or if the lands are in Alaska, 25 cents per acre or fraction thereof.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $1 per acre or fraction thereof.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of production of oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area, except that the rental for the second and the third lease years for such acreage shall be 25 cents per acre or fraction thereof.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221). Provided, however, that if this lease covers lands in Alaska and the lessee drills and makes the first discovery of oil or gas in commercial quantities in any geologic structure, the royalty on production hereunder shall be 5 percent for 10 years following the date of discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan, the 5 percent rate herein provided shall, for the purpose of computing royalty due the United States, inure to the benefit of all committed land within the participating area established by reason of such discovery.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from said lease, due consideration being given to the highest price paid for a part or for a majority of production of the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, which royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be reasonably operated under the terms fixed herein.

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

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed to modify any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to shutin wells, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producting the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the preventing of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the conservation and preservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandonment the same, to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purposes of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or accidents occasioned by causes beyond lessee's control.

(k) *Taxes and assessments, freedom of purchases.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase; not to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Nondiscrimination.*—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases, such instrument to take effect upon the final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey said, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchaser or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. sec. 351).

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

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

(q) *Protection of surface, removal requisite and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging soil forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon cessation of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and reparation to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in state of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of productive wells.

Sec. 3. The lessor reserves:

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

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Mineral and fair grazing.*—Full power and authority to grant, dispose and relocate all orders necessary to insure the use of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to section 1 of the act, and section 1 of the act of March 2, 1927 (44 Stat. 1362), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessee elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the reduction shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or be otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to grant, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) *Coal.*—All rights pursuant to section 43 of the act to purchase coal, and lease or operate workable mines of coal.

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (2) of the act of August 1, 1946 (60 Stat. 754, 755; 42 U. S. C. 2091, 1958), all uranium, thorium, and other materials determined to be essentially essential to the production of fissionable materials, contained in whatever deposits they may be found, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After contraction, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligations of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease or make default in the performance or observance of any of the terms hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. sec. 22), and sections 431, 432, and 433, Title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

a. GENERAL REQUIREMENTS

1. This offer must be filed in an a typewriter or painted plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in domain lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State in which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington, D. C. If any more than five copies are filed, the offeror will have 15 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the remainder will be worth one cent. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing in the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1142, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.45, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the lease. As an incident to the assignment of an undivided interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of the offer must include a statement that the assignee accepts the assignment of the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer may be approved prior to the issuance of a lease for the lands or [illegible] by said assignments.

9. The offer will be rejected and returned to the offeror with any rental paid and will afford the applicant no priority if: (a) The land description in the offer is insufficient to identify the lands or the lands are not entirely within a 6-mile square. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each omitted legal subdivision. (d) The offer is signed by an agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by evidence of the agent's authority to execute the offer and lease. (e) The offer is signed by a person under 21 years of age or at least three copies are not signed by the offeror. (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 15 days from the date of receipt of the copies first filed. (g) There is noncompliance with item 5 (a), 5 (d) and 5 (e) of the foregoing instructions. (h) The offer form is filed subsequent to the computation date in the upper left hand corner.

b. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres. All of the land must be within a 6-mile square. The lands requested should be described by legal subdivisions, showing meridian, township, township, range, and section, and if unsurveyed, by metes and bounds connected by courses and distances with some corner of the public land survey. Where possible the aggregations legal subdivisions of unsurveyed lands thereof be stated.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested included lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned. Where, at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on such lands is $1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre.

Item 5 (a).—Lessee will indicate whether a citizen by birth or naturalization. If naturalized give date of naturalization, the court in which naturalized, and the certificate number if known. If lessee is a woman, state whether married or single, and if married, the date of marriage and the name here as to the citizenship of her husband. This information should be supplied on a separate sheet attached to Form 4-1166.

If lessee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amounts and class of stock held by each, and, to the extent known to the corporation, on which may be reasonably represented by it, the facts as to the citizenship of such persons. If any corporation intermediate in the chain of the corporation is held by aliens of the aforesaid class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. If a corporation has been licensed, a reference to the previous record by serial number, together with a statement of any subsequent amendments, will be sufficient. A supplemental statement of any additional information required by the provisions of this paragraph will be sufficient.

Item 6 (b).—Acreage included in unit plans and certain section 15 and 19 leases is not chargeable.

Item 7 (c).—Whenever applicable, the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-118 stipulations for lands in national forests; 4-467 lands potentially irrigable; 4-467a lands within the low limits of a reservoir site; 4-467b lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 8 (a).—If lessee is a corporation, an offer to lease will be accepted if accompanied either by the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the offer to lease has authority to do so, or by a certificate of the secretary or the assistant secretary of the corporation to that effect over the corporate seal. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 8 (d).—If there are attached a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivisions.

Items numbered according to numbers on offer form.

372

Wy-296

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

91 OCT 15 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

WYW-08589

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* El Paso Production Company
   Street 5613 D.T.C. Parkway
   City, State, ZIP Code Englewood, CO 80111

*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: Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests: Reserved	Previously reserved or conveyed
a	b	c		e	f
Township 32 North, Range 109 West Section 5: Lots 2, 3, 4, SE, N½SW, SESW Section 6: Lots 1-7, 9, 10, N½SE Section 7: S½SE Section 8: E½NW, SWSW, E½SW, E½ Section 17: N½NE, SWNE, W½, W½SE, SESE					
From surface to 12,050' or base of Ft. Union Formation	15%	15%	-0-	-0-	7.125%
Below base of the Ft. Union Formation	30%	30%	-0-	-0-	7.125%

269813

Sublette County, Wyoming

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.

CERTIFIED to be a true and comparative copy of the official records on file
OCT - 3 1998
Adele I. Kowalski
BUREAU OF LAND MANAGEMENT

RECORDED October 16 1998 M 10:15 A
IN BOOK 189 Misc PAGE 372
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kelly Pape

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 NOV 0 1 1991

By Pamela J. Lewis (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

OCT 2 9 1991

ORIGINAL

[redacted] [redacted] [redacted]

STATE OF Texas
COUNTY OF Tarrant } SS.

ACKNOWLEDGMENT, CORPORATION

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of September, 19 91, personally appeared P. Lee Wingo, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires 8-19-93 Annette M Marsh Notary Public

ANNETTE M. MARSH
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/19/93

STATE OF Colorado
COUNTY OF Arapahoe } SS.

ACKNOWLEDGMENT, CORPORATION

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of September, 19 91, personally appeared John C. Beck, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney in Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires 12/21/93 Loretta Schwehr Notary Public
Residing at Englewood, Colorado

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty 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 16th day of September, 19 91
but effective July 1, 1986.
Name of Transferor El Paso Natural Gas Company
Please type or print

Transferor or Attorney-in-fact P. Lee Wingo (Signature)
5613 D.T.C. Parkway (Transferor's Address)
Englewood, (City) CO (State) 80111 (Zip Code)

Executed this 22nd day of September, 19 91
El Paso Production Company
Transferee or Attorney-in-fact John C. Beck (Signature)
John C. Beck, Attorney in Fact
MERIDIAN OIL
801 CHERRY STREET
FORT WORTH, TEXAS 76102

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.

QUINA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT - 2 1998
Adella L Kwalski
BUREAU OF LAND MANAGEMENT

AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Operating Rights dated September 16, 1991, from El Paso Natural Gas Company to El Paso Production company and conveying an interest in Federal Lease WYW-08589, is a certified copy of the original assignment.

Further affiant sayeth not.

Robin Benko
ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 8 day of October, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

D Marks
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

[redacted]

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-08589

Lease effective date
October 1, 1951

PART I

1. Assignee's Name

CELSIUS ENERGY COMPANY

Address *(include zip code)*

P. O. Box 11070, Salt Lake City, Utah 84147

The undersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TRACT I - 75%
T-32-N, R-109-W, 6th P.M.
Sec. 5: Lots 2,3,4, S½, N½SW¼, SE¼SW¼
Sec. 6: Lots 1,2,3,4,5,6,7,9,10, N½SE¼
Sec. 7: S½SE¼
Sec. 8: E½NW¼, SW¼SW¼, E½SW¼, E½
Sec. 17: All

Containing 1,976.55 acres, m/l
Sublette County, Wyoming

TRACT II - 100%
T-32-N, R-109-W, 6th P.M.
Sec. 5: SW¼SW¼
Sec. 6: Lot 8, S½SE¼
Sec. 7: N½SE¼, NE¼
Sec. 8: W½NW¼, NW¼SW¼

Containing 520.00 acres, m/l
Sublette County, Wyoming

From the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 Well drilled in the NE¼ of Sec. 7, T32N, R109W, 6th P.M., Sublette County, Wyoming.

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT - 2 1998
Adelle A Zwaleski
BUREAU OF LAND MANAGEMENT

269814

RECORDED October 16 1998 M 10:15:4
IN BOOK 109 R&P PAGE 375
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barbara Payne

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	TRACT I - 7.125% of 8/8ths TRACT II 8.125% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of July, 19 85.
MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey (Assignor's Signature)
Attorney in Fact

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)

Salt Lake City, Utah 84139
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)
Chief, Oil and Gas Section

NOV 27 1985
(Title) ORIGINAL (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with regulations of 43 CFR 3106.

376

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the 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 drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of July , 1985 .

CELSIUS ENERGY COMPANY

Vice President, Exploration
(Assignee's Signature)

P. O. Box 11070
(Assignee's Address)

ATTEST:

Assistant Secretary

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT -2 1998
Adelle A Kowalski
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 838-844

[redacted] [redacted] [redacted]

AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Operating Rights dated July 18, 1985, from Mountain Fuel Supply Company to Celsius Energy Company and conveying an interest in Federal Lease WYW-08589, is a certified copy of the original assignment.

Further affiant sayeth not.

Robin Benko
ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 8 day of October, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public

My Commission Expires:

~~MY COMMISSION EXPIRES~~
MARCH 17, 2000

378

Form 3106 - 5
October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1985 JUL 25 AM 9:30

RECEIVED

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-08589

Lease effective date
October 1, 1951

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

CELSIUS ENERGY COMPANY

Address (include zip code)

P. O. Box 11070, Salt Lake City, Utah 84147

The undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T-32-N, R-109-W, 6th P.M. Sec. 5: Lots 2,3,4, S½ Sec. 6: Lots 1,2,3,4,5,6,7,8,9,10, SE¼ Sec. 7: E½ Sec. 8: All Sec. 17: All Containing 2,496.55 acres, m/l Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

269815

RECORDED October 1985 M 10:15A
IN BOOK 169 D+E PAGE 378
FEES $ None
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barb Pope

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT - 2 1998
Adelle A Kowalski
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	4.625% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of July , 19 85 .
MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey (Assignor's Signature)
Attorney in Fact

Evidence of authority of Attorney-in-Fact is filed in W-0163814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)

Salt Lake City, Utah 84139
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil and Gas Section

(Title) ORIGINAL

NOV 27 1985
(Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he 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 under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling 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 regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of July , 19 85 .

CELSIUS ENERGY COMPANY

Vice President, Exploration
(Assignee's Signature)

P. O. Box 11070
(Assignee's Address)

ATTEST:

Assistant Secretary

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT -2 1998

BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 869

AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Record Title dated July 18, 1985, from Mountain Fuel Supply Company to Celsius Energy Company and conveying an interest in Federal Lease WYW-08589, is a certified copy of the original assignment.

Further affiant sayeth not.

ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 8 day of October, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

[redacted] [redacted] [redacted]

WY 296

Form 3000-3
(January 1996)

97 SEP -4 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-08589

Lease Effective Date
(Anniversary Date)
10/1/51

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 Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 32 North, Range 109 West, 6th P.M.					
Section 5: Lots 2,3,4, S/2	50.000%	50.000%	-0-	None	Of Record
Section 6: Lots 1,2,3,4,5,6,7,8,9,10, SE/4	50.000%	50.000%	-0-	None	Of Record
Section 7: E/2	50.000%	50.000%	-0-	None	Of Record
Section 8: All	50.000%	50.000%	-0-	None	Of Record
Section 17: All	50.000%	50.000%	-0-	None	Of Record

Containing 2496.55 acres, more or less

269816 10:15A
RECORDED October 16 19 98 M
IN BOOK 109 D+G PAGE 381
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barb Lake Pope

(It is the intent of this assignment to convey all Record Title owned by Assignor and associated Operating Rights in the described lands)

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☐ Assignment approved for above described lands;

Assignment approved effective OCT 01 1997

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

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

JAN 05 1998
(Date)

381

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 MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Dennis Sledge**, known to me to be the person whose name is subscribed to the foregoing instrument as **Attorney-In-Fact** of **Burlington Resources Oil & Gas Company**, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, day of August, 1997.

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 associations 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 the 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; 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; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of August, 19 1997
Effective as of April 1, 1997

Name of Assignor as shown on current lease: Burlington Resources Oil & Gas Company
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact Dennis Sledge
Dennis Sledge (Signature)

P. O. Box 51810
(Assignor's Address)

Midland, TX 79710-1810
(City) (State) (Zip Code)

Executed this 1st day of August, 19 1997

Assignee: Ultra Resources, Inc.

Assignee _____
(Signature)

or

Attorney-in-fact Charlotte Lampe
(Signature)

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
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, 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.

[redacted] [redacted] [redacted]

AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Record Title dated August 7th, 1997 from Burlington Resources Oil & Gas Company to Ultra Resources Inc. and conveying an interest in Federal Lease WYW-08589, is an originally signed copy.

Further affiant sayeth not.

Robin Benko
ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 23 day of September, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC
E. MARKS
STATE OF COLORADO

E. Marks
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

384

WY 296

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

97 SEP -4 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUB LEASE) 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-08589

RECEIVED
JAN 09 1998
By AJB

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
Township 32 North, Range 109 West, 6th P.M.					
Section 5: SW SW, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 5: Lots 2,3,4, SE, N2 SW, SE SW, Surface to 12,050' or base of Fort Union	25.000%	25.000%	-0-	None	Of Record
Section 5: Lots 2,3,4, SE, N2 SW, SE SW, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 6: Lot 8, S2 SE, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 6: Lots 1,2,3,4,5,6,7,9,10, N2 SE, Surface to 12,050' or base of Fort Union	25.000%	25.000%	-0-	None	Of Record
Section 6: Lots 1,2,3,4,5,6,7,9,10, N2 SE, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 7: NE, N2 SE, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 7: S2 SE, Surface to 12,050' or base of Fort Union	25.000%	25.000%	-0-	None	Of Record
Section 7: S2 SE, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 8: W2 NW, NW SW, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 8: E2 NW, SW SW, E2 SW, E2, Surface to 12,050' or base of Fort Union	25.000%	25.000%	-0-	None	Of Record
Section 8: E2 NW, SW SW, E2 SW, E/2, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Section 17: N2 NE, SW NE, W2, W2 SE, SE SE, Surface to 12,050' or base of Fort Union	25.000%	25.000%	-0-	None	Of Record
Section 17: N2 NE, SW NE, W2, W2 SE, SE SE, Below 12,050' or base of Fort Union	50.000%	50.000%	-0-	None	Of Record
Containing 2416.55 acres, more or less					

(It is the intent of this Assignment to convey all rights of any nature owned by Assignor in the lands described above)

269817

RECORDED October 16 19 98 M 10:15 A
IN BOOK 109 O-R PAGE 384
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lee Page

FOR ASSIGNEE

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective OCT 01 1997

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

LAND LAW EXAMINER (Title)

JAN 05 1998 (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 MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Dennis Sledge**, known to me to be the person whose name i subscribed to the foregoing instrument as **Attorney-in-Fact** of **Burlington Resources Oil & Gas Company**, a corporation, an acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the ac and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, day of August, 1997.

_____
Notary Public

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 (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 7th day of August, 19 97
Effective as of April 1, 1997
Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Dennis Sledge
Dennis Sledge (Signature)

P. O. Box 51810
(Transferor'sAddress)

Midland, TX 79710-1810
(City) (State) (Zip Code)

Executed this 7th day of August, 19 97

Ultra Resources, Inc.

Transferee _____
(Signature)

or
Attorney-in-fact Charlotte Kemp
(Signature)

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

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, 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.

AFFIDAVIT

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

ROBIN BENKO, being first duly sworn, deposes and say:

That I am of lawful age and reside in Denver County, State of Colorado. That I am Land Manager of Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached Assignment of Operating Rights dated August 7th, 1997 from Burlington Resources Oil & Gas Company to Ultra Resources Inc. and conveying an interest in Federal Lease WYW-08589, is an originally signed copy.

Further affiant sayeth not.

Robin Benko
ROBIN BENKO

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 23 day of September, 1998, before me the undersigned authority, personally came and appeared ROBIN BENKO, appearing in her capacity as Land Manager of Ultra Resources Inc. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Land Manager of said corporation and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

D Marks
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

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-113413

Lease Effective Date (Anniversary Date): October 1, 1988

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be refereaced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 27 N. - R. 109 W.,6th PM, WY Sec. 13: NE¼. Containing 160.00 acres, more or less. This Assignment is made subject to the Letter Agreement dated February 23, 1998, berween the parties hereto, which includes a reassignment provision.	100%	100%	NONE	4.5% of 8/8ths	NONE

269851

RECORDED Oct. 19, 1998 3:50p M
IN BOOK 109 OR6 PAGE 387
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorsten

98 APR 15 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
[illegible] WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAY 01 1998

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

By /s/ PAMELA J. LEWIS
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

SEP 14 1998
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 27th day of February, 1998

Name of Assignor as shown on current lease JOHN P. STRANG
Please type or print

Assignor _____
or (Signature)

Attorney-in-fact _____
(Signature)

35 Sutton PLace
(Assignor's Address)

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

Executed this 30th day of March, 1998

HS RESOURCES, INC.

Assignee Janet W. Pasque
or Janet W. Pasque (Signature) Vice President, Land

Attorney-in-fact _____
(Signature)

1999 Broadway, Suite 3600
Denver, CO 80202

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.

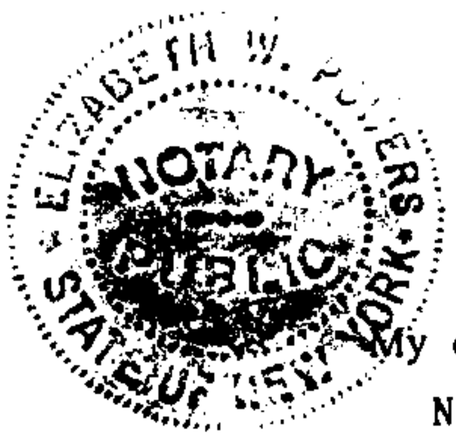
[redacted] [redacted] [redacted]

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 27th day of February 1998, before me appeared John P. Strang, a single man, to me personally known, who, being duly sworn did say that the foregoing and attached instrument was voluntarily signed by him and he acknowledged said instrument to be his free act and deed.

Given under my hand and official seal, this 27th day of February 1998.



My commission expires:

November 5, 1998

Elizabeth W. Powers
Notary Public

ELIZABETH W. POWERS
NOTARY PUBLIC, State of New York
No. 31-4884454
Qualified in New York County
Commission Expires 11/5/98

390

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-114038

Lease Effective Date
(Anniversary Date)
NOVEMBER 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 27 N. - R. 109 W., 6th PM, WY Sec. 3: Lot 1, SWNE, SWNW, SWSW, SWSE Sec. 4: SWNE, SWNW, SWSW, SWSE Sec. 9: SWNE, SWNW Sec. 10: SWNE, SWNW, SWSW, SWSE. Containing 600.23 acres, more or less. **269852** This Assignment is made subject to the Letter Agreement dated February 23, 1998, between the parties hereto, which includes a reassignment provision.	100%	100%	NONE	4.5% of 8/8ths	NONE

RECORDED Oct. 19 1998 3:50 P
IN BOOK 109 MG PAGE 390
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

RECEIVED
BUREAU OF LAND MANAGEMENT
98 APR 15 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

FOR ASSIGNOR

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 MAY 01 1998

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

By /s/ PAMELA J. LEWIS
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

SEP 14 1998
(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 27th day of February, 1998

Name of Assignor as shown on current lease JOHN P. STRANG
Please type or print

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

35 Sutton PLace
(Assignor's Address)
New York, NY 10022-2464
(City) (State) (Zip Code)

Executed this 30th day of March, 1998

HS RESOURCES, INC.
Assignee _____
or Janet W. Pasque (Signature) Vice President, Land
Attorney-in-fact _____ (Signature)

1999 Broadway, Suite 3600
Denver, CO 80202

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.

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 27th day of February 19 98, before me appeared John P. Strang, a single man, to me personally known, who, being duly sworn did say that the foregoing and attached instrument was voluntarily signed by him and he acknowledged said instrument to be his free act and deed.

Given under my hand and official seal, this 27th day of February 19 98.

ELIZABETH W. POWERS NOTARY PUBLIC STATE OF NEW YORK

Elizabeth W. Powers
Notary Public

ELIZABETH W. POWERS
NOTARY PUBLIC, State of New York
No. 31-4884454
Qualified in New York County
Commission Expires 11/5/98

commission expires:
November 5, 1998

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-114039

Lease Effective Date
(Anniversary Date)
November 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 27 N. - R. 109 W., 6th PM, WY Sec. 5: Lots 1, 3, NESW, NESE Sec. 6: Lots 1, 3, 5, 7, NESE Sec. 8: NENE, NENW, NESW, NESE, SWSE, SWSW Sec. 9: NESW, SWSW, NESE, SWSE. Containing 736.33 acres, more or less. This Assignment is madesubject to the Letter Agreement dated February 23, 1998, between the parties hereto, which includes a reassignment provision.	100%	100%	NONE	4.5% of 8/8ths	NONE

269853

3:50p
RECORDED Oct. 19 1998 M
IN BOOK 109 O+G PAGE 393
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

98 APR 15 AM 9:00
RECEIVED
CHEYENNE WYOMING
BUREAU OF LAND MANAGEMENT

FOR ASSIGNOR

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 MAY 01 1998

/s/ PAMELA J. LEWIS

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section — SEP 14 1998
(Title) (Date)

393

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 27th day of February, 1998

Name of Assignor as shown on current lease JOHN P. STRANG
Please type or print

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

35 Sutton PLace
(Assignor's Address)
New York, NY 10022-2464
(City) (State) (Zip Code)

Executed this _____ day of March, 1998

HS RESOURCES, INC.

Assignee Janet W. Pasque
or Janet W. Pasque (Signature) Vice President, Land
Attorney-in-fact _____ (Signature)

1999 Broadway, Suite 3600
Denver, CO 80202

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.

[redacted] [redacted] [redacted]

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 27th day of February 1998, before me appeared John P. Strang, a single man, to me personally known, who, being duly sworn did say that the foregoing and attached instrument was voluntarily signed by him and he acknowledged said instrument to be his free act and deed.

Given under my hand and official seal, this 27th day of February 1998.

ELIZABETH W. POWERS NOTARY PUBLIC STATE OF NEW YORK

Elizabeth W. Powers
Notary Public

My commission expires:

November 5, 1998

ELIZABETH W. POWERS
NOTARY PUBLIC, State of New York
No. 31-4884454
Qualified in New York County
Commission Expires 11/5/98

396

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that ULTRA RESOURCES, INC., 304 Inverness Way South, Suite 295, Englewood, CO 80112, Assignor, for the sum of One Dollar ($1.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown below:

NAME	ADDRESS	PERCENT
Gasconade Oil Company	633 17th Street, Suite 1650 Denver, CO 80202	1.66666%
The Roy H. Dubitzky Trust	6663 So. Prescott Way Littleton, CO 80120	1.66667%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.66667%

BEING in all a total of an undivided 5% overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described as follows:

WY-1123 — Lessor: USA WYW-015314
Lease Date: 6/1/52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 108 West
Section 14: SW/4
Section 15: All
Section 17: N/2
Section 22: NE/4
Section 23: NW/4

WY-1133 — Lessor: USA WYW-016161
Lease Date: 7/1/52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 108 West
Section 13: All
Section 14: NE/4, N/2SE/4, SE/4SE/4, NE/4NW/4, S/2NW/4
Section 24: All

WITNESS my hand on this 6th day of October, 1998

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 6th day of October 1998, before me, the undersigned authority, personally came and appeared **R. G. "Jerry" Albertus**, appearing in his capacity as President of **ULTRA RESOURCES, INC.,** to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

269857

RECORDED October 19, 1998 1:25 P
IN BOOK 109 O+G PAGE 396
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scotzin

[redacted] [redacted] [redacted]

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1182
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-118157

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

I . Transferee (Sublessee)* ARROWHEAD RESOURCES (USA) LTD.
Street 609 West Hastings Street, Suite 1100
City, State, ZIP Code Vancouver, BC V6B 4W4

*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)* X☐ Oil and Gas ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th PM Section 23: N/2NE/4; SE/4NE/4; S/2 Containing 440 acres, M/L Sublette County, WY	75%	37.5%	37.5%	NONE	7.5%

269903

RECORDED October 21, 1998 11:10A
IN BOOK 109 Otg PAGE 397
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zoeter

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 14th day of September, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

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 he less than one-fourth ('A) 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 14th day of September, 19 98

Name of Transferor Ultra Resources Inc.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact R.G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

Englewood CO 80112
(City) (State) (Zip Code)

Executed this 14th day of October, 19 98

Transferee Arrowhead Resources (USA) Ltd

or
Attorney- i n-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

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

• U.S. GPO: 1990-573-016/26030

ASSIGNMENT OF PRODUCTION

FOR VALUE RECEIVED, McRAE & HENRY, LTD., a Colorado corporation, with offices at 730 Seventeenth Street, Suite 920, Denver, Colorado 80202 ("Assignor") assigns to VECTRA BANK COLORADO, N.A., with offices at 717 Seventeenth Street, 3rd Floor, Denver, Colorado 80202 (the "Bank"), effective as of January 1, 1998, at 7:00 A.M., local time, (the "Effective Time") all of its interest in the hydrocarbons and production revenues produced from and accruing to the following described property (the "Property"):

WELL:	FEDERAL #2-23
FIELD:	Bird Canyon
LOCATION:	Township 27 North, Range 112 West Section 23: W/2
COUNTY/STATE:	Sublette / Wyoming

For purposes of this Assignment, the terms "production revenues" and "hydrocarbons" shall be defined as follows: (1) "production revenues" shall mean all amounts received from the sale of hydrocarbons in and under, and that may be produced, saved and sold from, and that shall accrue and be attributable to, the Property; and (2) "hydrocarbons" shall mean oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom.

This Assignment entitles the Bank to receive directly from the operator of the Property delivery of the hydrocarbons or proceeds therefrom, as the case may be. This Assignment also authorizes and directs all parties producing, purchasing, receiving or having any hydrocarbons, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Assignment, to deliver to the Bank, as the assignee and transferee of Assignor and entitled in Assignor's place and stead to receive, such hydrocarbons and all proceeds therefrom.

Assignor agrees to deliver to the Bank, in the form received, all cash, checks, drafts, chattel paper and other instruments or writings for the payment of money (properly endorsed, where required, so the Bank may collect such items) that Assignor may receive at any time in full or partial payment of hydrocarbons produced from the Property after the Effective Time hereof. Assignor shall not commingle any such items with any other of its funds or property, but will hold such items separate and apart from its own funds or property upon express trust for the Bank until delivery is made to the Bank.

Assignor agrees to indemnify the Bank against all claims, accidents, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter referred to as "claims") made against or incurred by the Bank as a consequence of the assertion that the Bank received the hydrocarbons herein assigned, or the proceeds thereof, claimed by third persons. The Bank shall have the right to defend against any such claims, employ attorneys therefor, and unless furnished with reasonable indemnity, the Bank shall have the right to pay or compromise and adjust all such claims. Assignor will indemnify and pay to the Bank any and all such amounts as may be paid with respect to the claims or as may be successfully judged against the Bank.

Assignor represents and warrants to the Bank, its successors and assigns as follows:

1. Assignor has good, absolute and marketable title to the interests above-assigned, free and clear from all liens, encumbrances, burdens and adverse claims.

2. All ad valorem, property, production, severance and similar taxes and assessments based or measured upon the ownership of the production of hydrocarbons or the receipt of proceeds therefrom on the interests hereby conveyed for all years prior to the year in which this Assignment is executed, have been properly paid.

269975
RECORDED October 27 1998 AM
IN BOOK 109 M-4 PAGE 399
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda Pope

B-45A

3. Assignor is not obligated, by virtue of any prepayment under any contract providing for the sale by Assignor of hydrocarbons produced from the Property that contains a "take or pay" clause or under any similar arrangement, to deliver hydrocarbons at some future time without then or thereafter receiving full payment therefor.

Assignor agrees to execute and deliver to the Bank or third parties all such division or transfer orders or other documents that may be necessary to effectuate this Assignment and the transfer of the above-specified percentage of hydrocarbons and production revenues from the Property.

EXECUTED this 20th day of October, 1998, to be effective as set forth herein.

ATTEST:

By: Kimberley Wyman
Title: Secretary

ASSIGNOR:
McRAE & HENRY, LTD.

By: L. H. Wyman, III
Title: President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for the State of Colorado, on this day personally appeared L. H. Wyman, III, known to me to be the President of McRae & Henry, Ltd., a Colorado corporation, and acknowledged to me that he executed the foregoing instrument for the purpose therein contained, and in the capacity stated as the act and deed of said McRae & Henry, Ltd.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of October, 1998.

Linda Thompson
Notary Public for the
State of Colorado.
My Commission expires 5/29/2000.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment made and entered into this 21 day of September, 1998 by and between Monty D. McLane and wife Karen R. McLane, of P.O. Box 9451, Midland, Texas 79708, hereinafter called Assignor, and **Marcheta Jochimsen**, a married woman dealing with her sole and separate property, of 4209 Cardinal Lane, Midland, Texas 79707, hereinafter called Assignee;

WITNESSETH: The undersigned, for and in consideration of the sum of $10.00 and other good and valuable consideration to Assignor in hand paid by Assignee, the receipt and sufficiency of which is hereby confessed and acknowledged, **does hereby sell, assign, transfer, set over, and convey** unto Assignee, her heirs, personal representatives, and assigns, **1/3 of Assignors overriding royalty interest** in and to the market value at the wells as produced of all of the oil, gas, and other hydrocarbon substances which may be produced, saved, and marketed from the described lands situated in Sublette and Sweetwater Counties, Wyoming, as listed on Exhibit "A" under the terms of those certain Oil and Gas Leases described therein, and any and all extensions or renewals thereof; said interests shall be computed and paid at the same time and in the same manner as royalties payable to the original Lessors under the terms said Leases 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 interests unto Assignee, her heirs, personal representatives, and assigns forever.

IN WITNESS WHEREOF this Assignment is executed the date first hereinabove written.

Monty D. McLane

Karen R. McLane

ACKNOWLEDGEMENT

State of Texas
County of Midland

This instrument was acknowledged before me this 21 day of September, 1998, by Monty D. McLane and wife, Karen R. McLane.

My Commission Expires:
10-23-2002

Chris Whitney
Notary Public

CHRIS WHITNEY
Notary Public, State of Texas
My Commission Expires 06-23-2002

269977

RECORDED October 27 1998 9:20A M
IN BOOK 109 O-G PAGE 401
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Patti Pope

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED SEPTEMBER, 1998 BY AND BETWEEN MONTY D. McLANE, ET AL, AS ASSIGNOR AND MARCHETA JOCHIMSEN AS ASSIGNEE.

Land Description		Federal Lse #
Sweetwater Co., Wy		
T-23-N R-106-W		
Section 6:	ALL	W-106146
T-26-N R-106-W		
Section 10:	W/2	W-134776
Section 14:	ALL	W-126770
Sublette Co., Wy		
T-27-N R-106-W		
Section 20:	W/2, W/2SE/4	W-126771
Section 21:	S/2SE/4, SE/4SW/4	"
Section 22:	S/2S/2	"
Section 23:	S/2SW/4	"
Section 25:	NW/4,N/2SE/4,SE/4SE/4,W/2SW/4,SE/4SW/4	"
Section 26:	N/2, N/2SE/4, SE/4SE/4, NE/4SW/4	"
Section 29:	ALL	W-128780
Section 30:	ALL	"
Section 31:	ALL	"
Section 32:	ALL	"
T-27-N R-107-W		
Section 13:	ALL	W-128335
Section 24:	ALL	"
Section 28:	ALL	"
Section 34:	ALL	"
Section 22:	ALL	W-127855
Section 25:	ALL	"
Section 26:	S/2, NE/4, N/2NW/4, SE/4NW/4	"
Section 27:	ALL	"
T-28-N R-107-W		
Section 3:	Lots 2,3, S/2	W-104180
Section 10:	ALL	"
Section 11:	ALL	"
Section 13:	ALL	"
Section 14:	E/2	"
Section 23:	NE/4	"
Section 24:	N/2, SW/4, N/2SE/4, SW/4SE/4	"
Section 6:	ALL	W-108079
Section 7:	E/2	"
Section 8:	ALL	"
Section 21:	ALL	"
Section 28:	ALL	"

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

Lease Serial No.

WYW-015315

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Lance Oil & Gas Company, Inc.
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO 80234-3439

*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 33 North, Range 109 West, 6th P.M. Section 32: SW/4, S/2NW/4, NE/4NW/4 (Surface to 12,050' or base of Fort Union)	50%	7.5%	42.5%	-0-	Of Record
Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 1 & 6 (Surface to 12,050' or base of Fort Union)	.5% (ORRI)	.075% (ORRI)	.425% (ORRI)	-0-	Of Record

269978

RECORDED Oct. 27 1998 9:30AM
IN BOOK 1090+6 PAGE 403
FEES $8.00 Mary L Lloyd COUNTY CLERK
CAMPBELLETTE 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)

WY-32558

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 COLORADO)
) ss.
COUNTY OF DOUGLAS)

BE IT KNOWN, that on the 8th day of October, 1998, before me, the undersigned authority, personally came and appeared R. G. "Jerry" Albertus, President of Ultra Resources, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS SEAL STATE OF COLORADO

Notary Public

My commission expires: MY COMMISSION EXPIRES MARCH 17, 2000

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 3 100 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 8th day of October, 19 98

Name of Transferor Ultra Resources, Inc.
Please type or print

Transferor R. G. "Jerry" Albertus
(Signature)

or Attorney-in-fact R. G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

Denver CO 80112-5825
(City) (State) (Zip Code)

Executed this 12th day of October, 19 98

Transferee Lance Oil & Gas Company, Inc.

or Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20501.

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)
) ss.
COUNTY OF)

This instrument was filed for record on the____ day of_____, 199___, at _____ o'clock_____ M., and duly recorded in Book _____, Page _____ of the Records of this office.

_____
Register of Deeds

When recorded
Return to _____
_____

ASSIGNMENT
OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ULTRA RESOURCES, INC. 304Inverness Way South, Suite 295, Englewood, CO 80112, (hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto **LANCE OIL AND GAS COMPANY, INC., 12200 NORTH PECOS STREET, DENVER, CO 80234,** (hereinafter called Assignee), AN UNDIVIDED 15% WORKING INTEREST in and to the oil and gas lease dated October 3, 1994, from Paul C. Hagenstein and Bette Ann Hagenstein, husband and wife, and as tenants in common, Lessor, to Dual Resources, Inc., Lessee, recorded in book 100, page 576 of the records of Sublette County, State of Wyoming, and covering the following described lands in said County and State:

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

and containing 873.81 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the "and above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, this 1ST day of September 1998, without warranties of any kind.

ATTEST: ULTRA RESOURCES, INC..

_____ _____
(TITLE) (TITLE) President

State of COLORADO)
) ss.
County of ARAPAHOE)

ACKNOWLEDGMENT (For use by Corporation)

On this 1ST day of SEPT, 1998, before me personally appeared R. G. "Jerry" Albertus, to me personally known, who, being by me duly sworn, did say that he is the President of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said R. G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal this 1ST day of September, 1998.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

(SEAL)

My Commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

NOTARY PUBLIC

269979

RECORDED Oct. 27 1998 9:30AM
IN BOOK 1090+6 PAGE 405
FEES $16.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

WY-1089

406

ASSIGNMENT OF OIL & GAS LEASES

Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112 hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey unto Lance Oil & Gas Company, Inc., 12200 N. Pecos Street, Denver, Colorado 80234, an undivided 15% of Assignor's right, title and interest in and to the certain oil and gas leases described as follows:

LEASE NUMBER: WY-1073
LEASE DATE: October 1, 1994
LESSOR: Margaret Mocroft Family Limited Partnership
LESSEE: Energy Investments, Inc.
BOOK/PAGE: 100/579
COUNTY/STATE: Sublette, Wyoming
DESCRIPTION: Township 33 North, Range 109 West, 6th PM
Section 27: NE/4, E/2NW/4, NW/4NW/4, N/2SE/4
Containing 360 acres, M/L

LEASE NUMBER: WY-1074
LEASE DATE: October 1, 1994
LESSOR: Margaret Mocroft Family Limited Partnership
LESSEE: Energy Investments, Inc.
BOOK/PAGE: 100/583
COUNTY/STATE: Sublette, Wyoming
DESCRIPTION: Township 33 North, Range 109 West, 6th PM
Section 22: S/2
Containing 320 acres, M/L

LEASE NUMBER: WY-1072
LEASE DATE: October 1, 1994
LESSOR: Margaret Mocroft Family Limited Partnership
LESSEE: Energy Investments, Inc.
BOOK/PAGE: 100/587
COUNTY/STATE: Sublette, Wyoming
DESCRIPTION: Township 33 North, Range 109 West, 6th PM
Section 26: SW/4
Section 35: N/2NW/4, NE/4, SE/4NW/4
Containing 440 acres, M/L

LEASE NUMBER: WY-1070
LEASE DATE: October 1, 1994
LESSOR: Margaret Mocroft Family Limited Partnership
LESSEE: Energy Investments, Inc.
BOOK/PAGE: 100/591
COUNTY/STATE: Sublette, Wyoming
DESCRIPTION: Township 33 North, Range 109 West, 6th PM
Section 25: SW/4, W/2SE/4
Section 26: E/2SE/4, SW/4SE/4, less and except
Certain tracts
Containing 334.66 acres, M/L

LEASE NUMBER: WY-1071
LEASE DATE: October 1, 1994
LESSOR: Margaret Mocroft Family Limited Partnership
LESSEE: Energy Investments, Inc.
BOOK/PAGE: 100/595
COUNTY/STATE: Sublette, Wyoming
DESCRIPTION: Township 33 North, Range 109 West, 6th PM
Section 15: SW/4
Section 22: NW/4
Section 21: E/2NE/4
Containing 400 acres, M/L

269980

RECORDED Oct. 27 19 98 9:30 AM
IN BOOK 109 0+6 PAGE 406
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Swope

[redacted] [redacted] [redacted]

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

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

2. Subject to all provisions of the leases.

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

EXECUTED this 3 day of September 1998.

ULTRA RESOURCES INC.

R.G. "Jerry" Albertus
President

LANCE OIL & GAS COMPANY, INC.

Ralph W. Ponfick
Attorney-in-Fact

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 3 day of Sept, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

E. MARKS
STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO)
)SS
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 5th day of October, 1998, by Ralph W. Ponfick as Attorney-in-fact of Lance Oil & Gas Company, Inc.

E. JUNE TODD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Apr. 3, 2000

E. June Todd
Notary Public E. June Todd

My Commission expires:

TRANSFER OF SURFACE DAMAGE AND RIGHT-OF-WAY AGREEMENT

This instrument of transfer dated the 10th day of September, 1998, made by and between Ultra Resources, Inc. (herein called Ultra) and Aztec Energy Corporation (herein called Aztec):

269981

RECORDED October 27 19 98 M 9:30 A
IN BOOK 109 045 PAGE 108
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Page

WITNESSETH:

WHEREAS, BY SURFACE DAMAGE AND RIGHT-OF-WAY AGREEMENT (herein referred to as AGREEMENT), by and between High Mountain Ranches, Inc. and Ultra Resources, Inc. (SEE EXHIBIT "A" ATTACHED), wherein, Ultra was granted a private right to enter upon and use the property described in Exhibit "A" for the purpose of drilling, completing and producing oil and gas well, together with a right-of-way and easement across those lands described in Exhibit "A" or to construct and maintain an access road, well sites, tank batteries, pipelines and other related facilities for Ultra's complete enjoyment and rights.

WHEREAS, by Warranty Deed dated April 27, 1998, and recorded Book 38 WD, at Page 136 in the County Records of Sublette County, Wyoming, between High Mountain Ranches, Inc. as Seller, and John G. Adrikopoulos and Shaun G. Andrikopoulos, as Buyers, in said lands and AGREEMENT were sold and transferred to John G. Andrikopoulos and Shaun G. Andrikopoulos.

WHEREAS, it is the desire of Ultra to transfer said AGREEMENT to Aztec.

NOW THEREFORE, in consideration of the premises, the transfer herein made and other good and valuable considerations between the parties hereto, Ultra hereby transfers, assigns and sets over to Aztec all of its interest in that certain AGREEMENT dated December 12, 1997.

Signed and delivered this the 15th day of September, 1998.

Ultra Resources, Inc.

269622

RECORDED October 6, 1998 1:40 PM
IN BOOK 109 016 PAGE 335
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

BY: Charlotte Kaufman

Its: Attorney-in-Fact

STATE OF WYOMING)

COUNTY OF Uintah)

The foregoing instrument was acknowledged before me this 15th **day of September, 1998, by** Charlotte Kaufman, Attorney-in-Fact for Ultra Resources, Inc.

Witness my hand and official seal.

Notary Public: Cheri L. Kais

My Commission expires: 10/2/2001

[redacted] [redacted] [redacted]

SURFACE DAMAGE AND RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this the 12th day of December 1997, by and between High Mountain Ranches, Inc., hereinafter referred to as OWNER, whose mailing address is 150 Glover Avenue, Norwalk, Connecticut 06856 and Ultra Resources (~~USA~~) Inc., hereinafter referred to as OPERATOR, whose mailing address is P. O. Box 1580, Pinedale, Wyoming 82941, witnesseth as follows:

For and in consideration of the covenants and agreements herein contained and as a valuable consideration the parties hereto agree as follows:

1. The OPERATOR or its assigns intend to drill one or more oil or gas wells on the following described lands: W/2, Section 27, Township 32 North, Range 111 West in Sublette County, Wyoming.

2. That in order for OPERATOR to enter, drill, complete and produce said wells, it is necessary that they cross and use certain property of OWNER, and the parties hereby agree as to the damages, entry and surface use thereof.

3. OWNER hereby gives, grants and conveys unto OPERATOR, its agents, employees, contractors and assigns, a private right to enter upon and use the above property of OWNER for the purpose of drilling, completing and producing oil and gas wells, together with the right-of-way and easement across the those lands described in Exhibit "A" to construct and maintain access roads, well sites, tank batteries, pipelines and other related facilities being necessary for the OPERATOR'S complete enjoyment and rights.

3a. Provided, however, OPERATOR shall not locate any road, drill site, location or operations requiring disturbance of surface within 500 feet of a water well, natural springs creek, river, dam or building or within one-half (1/2) mile or any home sites on subject lands without the prior written consent from OWNER.

4. OPERATOR shall notify OWNER prior to entry upon said lands, and shall consult with OWNER as to the location of well sites, pipelines and other facilities.

5. OPERATOR agrees to pay OWNER for each well site and right-of-way access site selected by OPERATOR, in advance, the sum of $2,600.00. Well sites shall be limited to approximately two (2) acres in size, and OPERATOR agrees to fence pits and other dangerous areas, and at all times keep its site and right-of-way safe and in good order. At any site where OPERATOR does not discover oil, gas or hydrocarbons of commercial quantity and determines the well to be a "dry hole", OPERATOR shall restore, re-seed said area to as close to its original condition as is possible. OPERATOR specifically agrees to the removal of all mud and any residual damages caused by said mud accumulation.

6. OPERATOR agrees to maintain all roads used by OPERATOR in a manner agreeable to the OWNER, within reason. These roads need to be built in a manner not to inhibit irrigation.

7. It is further agreed by said OPERATOR that neither they nor their representative(s) will underlet said road, or any portion thereof.

8. Ultra Resources (~~USA~~), Inc. will indemnify and hold OWNER harmless from all liability to or claims of others, should any claims result from OPERATOR'S operations on the property of OWNER.

9. OWNER shall have the right to fully use and enjoy said premises, except as the same may be necessary for the purpose herein granted to the OPERATOR.

10. OPERATOR shall indemnify and hold OWNER harmless from any damages occasioned by OPERATOR'S activities and shall be responsible to the OWNER for all the damages done to houses, fences, gates, livestock, tanks and other improvements which may be damaged by OPERATOR'S operations and use hereunder.

11. OPERATOR agrees that all operations will be conducted in a fair and reasonable manner, and all necessary precautions will be taken to avoid any damage, other than normal wear and tear, to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes or other stock watering facilities and that all damage in excess of ordinary wear and tear to the above named facilities shall be reported to OWNER within 24 hours and shall be repaired immediately as nearly as possible to the condition existing prior to such operation and that any public hazard, such as a damaged bridge or culvert, caused by operations of OPERATOR, shall be marked or barricaded and proper steps taken for immediate repair thereof.

12. The parties agree that all agreements between them concerning the access road described herein and its use are superseded by this agreement and the use of any such roads hereafter shall be governed by this agreement and such prior agreements shall be null and void and of no further force and effect with respect to such road upon the execution hereof.

13. The rights and permission granted hereunder are granted only for the proposed ingress and egress by OPERATOR to its wells, whether exploratory or production, on the lands. It is understood that the rights and permission granted hereunder are granted only to OPERATOR and OPERATOR'S agents, employees or contractors and such permission and rights are restricted to the uses indicated herein and are given for no other purpose whatsoever, and it is further understood that OPERATOR shall have no right which it has hereunder to any other person or entity without the prior written permission of OWNER, which shall not be unreasonably withheld.

14. OWNER reserves the right to use all roads covered hereunder for its own purposes, so long as such does not interfere with OPERATOR'S use thereof. OWNER'S reserved right includes specifically the right to use to grant to others the right to use such roads for any purpose and charge fees therefor. It being understood that if permission is granted to other parties for the use of OPERATOR'S road, they will be expected to pay their proportionate share of maintenance and any extraordinary damages that they may cause.

15. If default or breach shall be made in any of the agreements herein contained to be kept on the part of the OPERATOR, OWNER may, at the election of OWNER, declare this agreement terminated and said agreement shall thereafter be null and void and of no further force and effect, provided, however, OWNER shall not exercise such termination by reason of any default or breach, unless and until OWNER shall have given the OPERATOR written notice, by certified mail, of such default or breach, and unless the OPERATOR shall failed to remedy such default or breach within thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision from OPERATOR to OWNER hereunder shall survive such termination.

16. OPERATOR agrees to pay all costs and expenses including attorney's fees, incurred by OWNER in the enforcement of any portion of this agreement against OPERATOR or incurred in the recovery of any damage for any breach hereof by OPERATOR.

17. Waiver by either party hereto of any breach of any condition or provision of this agreement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either party to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this agreement or to exercise any right or privilege here conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

18. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the other party at the above addresses; the date of such service shall be the date on which the notices are deposit in the United States Post Office; all notices shall be sufficient within the terms of this agreement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this agreement by notification of the opposite party writing.

ULTRA RESOURCES, INC.
ATTN: Charlotte Kauffman
139 West Second Street, Suite 3B
Casper, Wyoming 82601
or
ULTRA RESOURCES, INC.
ATTN: Jerry Albertus
304 Inverness Way, Suite 29
Englewood, Colorado 80112

19. All payments should be tendered by check or money order to High Mountain Ranches, Inc., 150 Glover Avenue, Norwalk, Connecticut 06856.

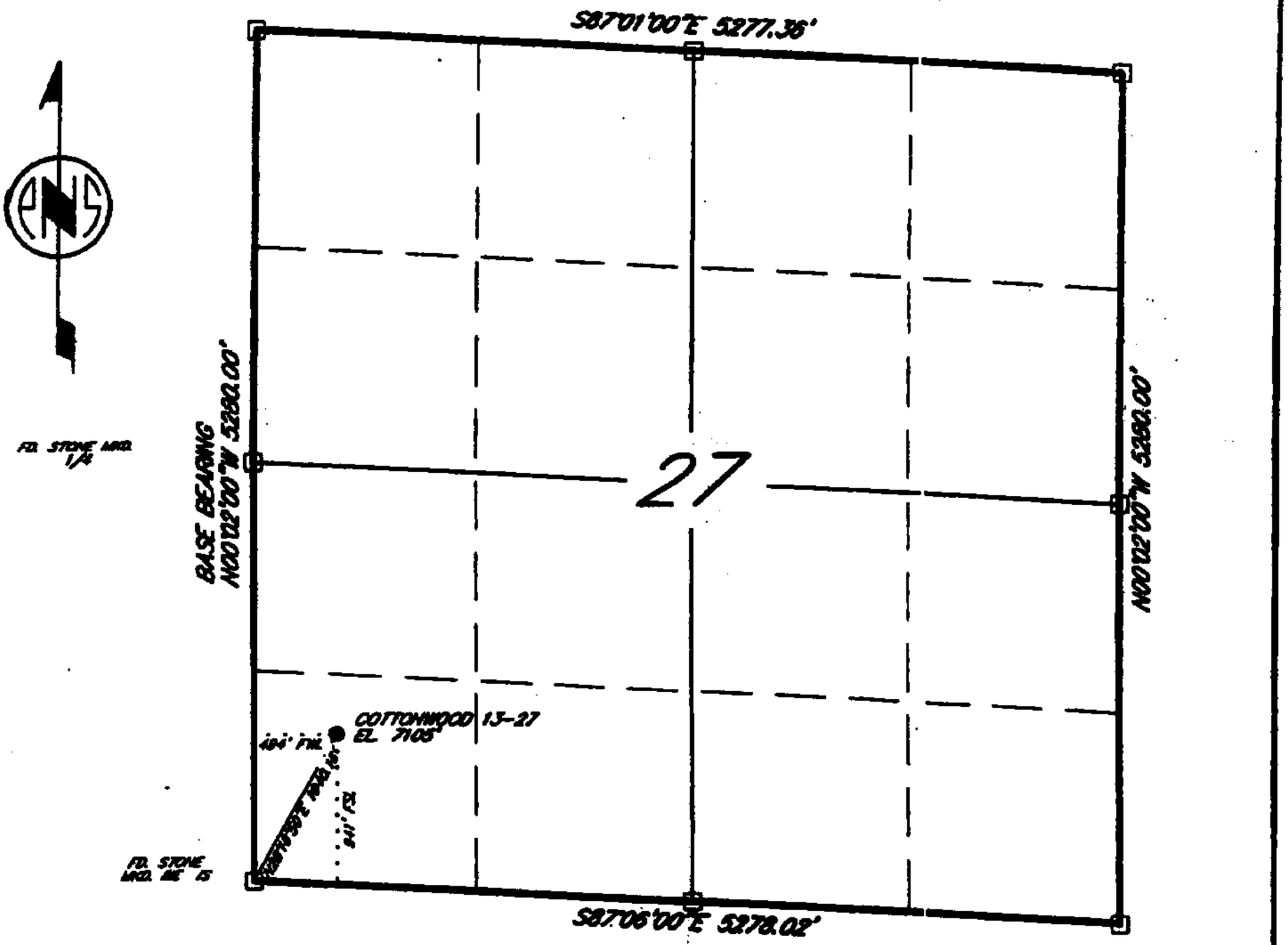
OPERATOR Resources CM
ULTRA ~~PETROLEUM (USA)~~, INC.

Charlotte Kauffman, General Counsel

OWNER
High Mountain Ranches, Inc.

Leon C. Hirsch, President

T32N R111W



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF SUBLETTE) §

I, PAUL N. SCHERBEL, OF BIG PINEY, WYOMING HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION, AND THAT IT CORRECTLY REPRESENTS THE LOCATION DESCRIBED THEREON WITH THE SECTION DIMENSIONS OF RECORD ON THE OFFICIAL SURVEY PLAT.

Professional Land Surveyor
Paul N. Scherbel
164
Date 12 OCT 97
WYOMING

LAND SURVEYOR ---------- REGISTRATION No. 164
DATE SURVEYED ---------- OCTOBER 1997
SURVEYED BY ---------- SCOTT A. SCHERBEL
OFFICIAL PLAT USED ---------- ORIGINAL SURVEY PLAT T32N R111W

NAD 27 SCALED
LATITUDE: 42°-43'-18"
LONGITUDE: 110°-03'-47"

LEGEND

☐ INDICATES A CORNER RECORD FILED.

ELEVATION IS BASED UPON USGS BM FSD 1934 = 7070.29'

0' 1000' 2000' 3000'
SCALE: 1" = 1000'

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
BOX 1298 BIG PINEY -- MARBLETON, WYO.
TELEPHONE 307-276-3347

DRAWN BY: DARREN DAVISON
PORT: BE
CATEGORY: LIB
DATE: 14 MARCH 1997
FIELD BOOK: 24-18, 25 Pgs. 40-42
FILE: C:\PC\3211127.MRO

ULTRA PETROLEUM
COTTONWOOD NO. 13-27
SW1/4SW1/4 SECTION 27 T32N R111W
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 3

106

11295

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, 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 to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 20th day of February, 1998.

Hanson & Strahn, Inc.

Kathi Hanson

Vice President

(NO ATTEST REQUIRED)

269984

ACKNOWLEDGMENT

STATE OF WYOMING)

)

COUNTY OF LARAMIE)

RECORDED October 27, 1998 10:25 AM

IN BOOK 109 O+G PAGE 413

FEES $ 43.00 Mary L Lyle COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

On this 20th day of February, A.D. 1998, before me personally appeared Kathi Hanson, Vice President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice President of Hanson & Strahn, 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 Vice President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 20th day of February, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez

Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
SUBLETTE COUNTY WYOMING							
Ronald W. Ball,Individually/sole heir of Luella E Ball, and Delores Joan Ball, individually and as husband and wife, 75774-003	Hanson & Strahn, Inc.	Township 32 North, Range 113 West, 6th P.M. 11: N1/2S1/2 12: N1/2S1/2, Lots 1(43.36), 2(44.15) Township 33 North, Range 113 West, 6th P.M. 25: S1/2NE1/4, SE1/4, E1/2SW1/4 Township 32 North, Range 112 West, 6th P.M. 7: W1/2SE1/4, NE1/4SW1/4, SE1/4SE1/4, Lots 4(23.67), 5(21.75) 8: SW1/4SW1/4 Township 33 North, Range 112 West, 6th P.M. 29: SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4 30: Lots 2(39.89), 3(39.93), 4(39.98), SE1/4NW1/4, E1/2SW1/4, E1/2 31: Lots 1(40.00), 2(40.00), 3(40.00), E1/2NW1/4, NE1/4SW1/4, NE1/4, N1/2SE1/4 32: N1/2NW1/4, NW1/4NE1/4	Sublette County	Wyoming	12-18-97	12-18-97	106/652 2-11-98
Rock Springs National Bank, Successor TTEE for the Fear Family Trust 75774-004	Hanson & Strahn, Inc.	Township 32 North, Range 112 West, 6th P.M. 7: Lots 4(23.67), 5(21.75), W1/2SE1/4, NE1/4SW1/4, SE1/4SE1/4 8: SW1/4SW1/4	Sublette County	Wyoming	12-22-97	12-22-97	106/655 2-11-98
Marvin D. Price and Allene M. Price , individually and as husband and wife 75773-000	Hanson & Strahn, Inc.	Township 33 North, Range 112 West, 6th P.M. 18: Lots 3(39.63), 4(39.64), SE1/4SW1/4 Township 33 North, Range 113 West, 6th P.M. 3: S1/2SE1/4, SE1/4NW1/4, E1/2SW1/4, NW1/4SE1/4 10: N1/2NE1/4 11: SE1/4, SW1/4NE1/4 12: SW1/4SW1/4 13: N1/2NW1/4, SE1/4NW1/4, W1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4	Sublette County	Wyoming	12-18-97	12-18-97	
Rock Springs National Bank,Successor TTEE for the Fear Family Trust with exclusive leasing rights for Patrick Johnson & Corine Johnson, husband and wife 75774-001	Hanson & Strahn, Inc.	Township 32 North, Range 113 West, 6th P.M. 10: S1/2SE1/4 11: SW1/4SW1/4 15: NW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, NW1/4SW1/4 20: NE1/4NE1/4, S1/2NE1/4, N1/2SE1/4, SW1/4SE1/4 21: NW1/4NE1/4, NW1/4, NW1/4SW1/4	Sublette County	Wyoming	12-22-97	12-22-97	106/664 2-11-98

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Rock Springs National Bank, Successor TTEE for the Fear Family Trust 75774-002	Hanson & Strahn, Inc.	Township 32 North, Range 113 West, 6th P.M. 8: Lots 1(13.05), 2(13.55), S1/2NE1/4, N1/2SW1/4, SE1/4NW1/4, NE1/4SE1/4 9: Lots 3(12.13), 4(12.57), S1/2NW1/4, NW1/4SW1/4 10: S1/2SE1/4 11: SW1/4SW1/4, N1/2S1/2 12: Lots 1(43.36), 2(44.15), N1/2S1/2 15: NW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, NW1/4SW1/4 20: NE1/4NE1/4, S1/2NE1/4, N1/2SE1/4, SW1/4SE1/4 21: NW1/4NE1/4, NW1/4, NW1/4SW1/4	Sublette County	Wyoming	12-22-97	12-22-97	106/661 2-11-98
Rock Springs National Bank, Successor Trustee for the Fear Family Trust 75775-001	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 13: SE1/4SW1/4, SW1/4SE1/4 23: SE1/4NE1/4, NE1/4SE1/4, W1/2SE1/4, SE1/4SE1/4 24: W1/2 25: N1/2NW1/4, SW1/4NW1/4 26: NE1/4	Sublette County	Wyoming	12-22-97	12-22-97	106/658 2-11-98
Michael C. Warren and Joy A. Warren, husband and wife 75775-002	Fred W. Marble	Township 32 North, Range 114 West, 6th P.M. 23: W1/2SE1/4, SE1/4SE1/4 24: SW1/4 25: N1/2NW1/4, SW1/4NW1/4 26: NE1/4	Sublette County	Wyoming	7-25-94	7-25-94	100/244 1-12-95
Bonney Beecher Eken, a married woman dealing in her sole and separate property 75775-003	Fred W. Marble	Township 32 North, Range 114 West, 6th P.M. 23: W1/2SE1/4, SE1/4SE1/4 24: SW1/4 25: N1/2NW1/4, SW1/4NW1/4 26: NE1/4	Sublette County	Wyoming	5-1-95	5-1-95	101/566 6-21-95
Rock Springs National Bank, Successor TTEE for the Fear Family Trust 75776-001	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 34: S1/2NE1/4, SE1/4 35: SW1/4	Sublette County	Wyoming	12-22-97	12-22-97	106/667 2-11-98

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife 75779-001	Loma Energy Corporation	Township 32 North, Range 113 West, 6th P.M. 7: Lots 1(15.15), 2(15.85), 3(16.65), 7(40.55), S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4 8: Lots 3(14.05), 4(14.55), SW1/4NW1/4, S1/2SW1/4, W1/2SE1/4 17: NW1/4 18: Lots 1(40.76), 2(40.72) Township 32 North, Range 114 West, 6th P.M. 11: Lot 1(16.10), S1/2NE1/4, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4 12: Lot 4(16.50), S1/2SW1/4, SW1/4SE1/4 13: SE1/4NE1/4, N1/2N1/2, SW1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 31: S1/2NE1/4, SE1/4 32: S1/2N1/2, S1/2 33: S1/2N1/2, S1/2 34: W1/2 Township 33 North, Range 114 West, 6th P.M. 34: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 35: S1/2	Sublette County	Wyoming	11-12-97	11-12-97	106/670 2-11-98
Tharon M. Greenwood, a widow 75779-002	Loma Energy Corporation	Township 32 North, Range 113 West, 6th P.M. 7: Lots 1(15.15), 2(15.85), 3(16.65), 7(40.55), S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4 8: Lots 3(14.05), 4(14.55), SW1/4NW1/4, S1/2SW1/4, W1/2SE1/4 17: NW1/4 18: Lots 1(40.76), 2(40.72) Township 32 North, Range 114 West, 6th P.M. 11: Lot 1(16.10), S1/2NE1/4, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4 12: Lot 4(16.50), S1/2SW1/4, SW1/4SE1/4 13: SE1/4NE1/4, N1/2N1/2, SW1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 31: S1/2NE1/4, SE1/4 32: S1/2N1/2, S1/2 33: S1/2N1/2, S1/2 34: W1/2 Township 33 North, Range 114 West, 6th P.M. 34: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 35: S1/2	Sublette County	Wyoming	11-12-97	11-12-97	106/675 2-11-98

N/A

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Robert V. Thompson, a widower 75779-003	Loma Energy Corporation	Township 32 North, Range 113 West, 6th P.M. 7: Lots 1(15.15), 2(15.85), 3(16.65), 7(40.55), S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4 8: Lots 3(14.05), 4(14.55), SW1/4NW1/4, S1/2SW1/4, W1/2SE1/4 17: NW1/4 18: Lots 1(40.76), 2(40.72) Township 32 North, Range 114 West, 6th P.M. 11: Lot 1(16.10), S1/2NE1/4, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4 12: Lot 4(16.50), S1/2SW1/4, SW1/4SE1/4 13: SE1/4NE1/4, N1/2N1/2, SW1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 31: S1/2NE1/4, SE1/4 32: S1/2N1/2, S1/2 33: S1/2N1/2, S1/2 34: W1/2 Township 33 North, Range 114 West, 6th P.M. 34: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 35: S1/2	Sublette County	Wyoming	11-12-97	11-12-97	106/680 2-11-98
Richard J. Robertson, a married man dealing in his sole and separate property 75777-001	Loma Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 29: E1/2, SW1/4 32: N1/2N1/2	Sublette County	Wyoming	11-1-97	11-1-97	106/685 2-11-98
John Fredlund and Bess Snyder Fredlund, husband and wife 75778-001	Loma Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 22: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 23: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4 25: NW1/4NW1/4 26: N1/2N1/2, SW1/4NW1/4, NW1/4SW1/4 27: NE1/4, E1/2NW1/4, NE1/4SE1/4	Sublette County	Wyoming	11-12-97	11-12-97	106/692 2-11-98
Fred W. Marble, a married man dealing in his sole and separate property 75778-002	Loma Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 22: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 23: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4 25: NW1/4NW1/4 26: N1/2N1/2, SW1/4NW1/4, NW1/4SW1/4 27: NE1/4, E1/2NW1/4, NE1/4SE1/4	Sublette County	Wyoming	11-12-97	11-12-97	106/689 2-11-98

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Edith L. Barp, also known as Edith Barp, and George L. Barp, wife and husband 75780-001	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 10: S1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4 11: S1/2NW1/4, N1/2SW1/4	Sublette County	Wyoming	1-7-98	1-7-98	
Thomas Daniel O'Neil, III and Sharon A. O'Neil, husband and wife 75780-002	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 10: S1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4 11: S1/2NW1/4, N1/2SW1/4	Sublette County	Wyoming	1-8-98	1-8-98	
Cornelia M. Robinson, individually and as TTEE of the Cornelia M. Robinson Trust and successor trustees 75780-004	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 10: S1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4 11: S1/2NW1/4, N1/2SW1/4	Sublette County	Wyoming	1-8-98	1-8-98	
Penny D. Chrisman, a single person 75781-003	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	1-13-98	1-13-98	
John N. Chrisman, individually and as TTEE of the John N. Chrisman Revocable Trust dated June 11, 1992, and his successors 75781-005	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	1-10-98	1-10-98	
John J. Chrisman and Penny L. Chrisman, individually and as husband and wife 75781-006	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	1-10-98	1-10-98	
Donald M. Hopkins and Doris M. Hopkins, individually and as husband and wife, and as heirs of the Estate of George W. Hopkins, Jr., aka George Washington Hopkins, Jr., deceased,	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 14: W1/2NE1/4, SE1/4NE1/4, SE1/4NW1/4	Sublette County	Wyoming	1-12-98	1-12-98	
John E. Wardell, a single man	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 35: SE1/4	Sublette County	Wyoming	2-4-98	2-4-98	

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
T.E. O'Brien Ranch, Incorporated, a Wyoming corporation	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 34: NE1/4NE1/4 35: N1/2	Sublette County	Wyoming	1-22-98	1-22-98	
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife 75794-003	Lorna Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	11-12-97	11-12-97	107/135
Beatrice Ballew, TTEE and Beverly J. Pratt, aka Beverly Ballew Pratt,suc. TTEE under Howard Ballew Family Trust,under Living Trust Agreement dated 2-25-88, 75794-001	Lorna Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	1-2-98	1-2-98	107/15

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Blake C. VandeWater and Lee S. VandeWater, husband and wife 75794-004	Loma Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	1-2-98	1-2-98	107/22
Karl M. Johnson, a single man 75794-002	Loma Energy Corporation	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	1-2-98	1-2-98	107/17

420

11.02B

INLN
PROD 88 (REV 10/9[redacted]

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 13 day of October, 1997, between Richard L. Goodman, P.O. Box 45, Cheyenne, WY 82003 as Lessor (whether one or more), and High Plains Associates, Inc., 1557 Ogden St., Suite 300, Denver, CO 80218, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

Township 33 North, Range 111 West, 6th P.M.
Section 5: W2SW
Section 6: Lots 5, 6, S2NE, SENW, NESW, SE
Section 8: NWNW, NENW, N2NE

Township 33 North, Range 112 West, 6th P.M.
Section 1: Lot 1 (NENE)

RECORDED October 30 19 98 10:55 AM
IN BOOK 109 of Misc PAGE 421
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Lola Pope

270032

in the county of Sublette, State of Wyoming, containing 677.46 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing, and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" used herein includes helium, carbon dioxide, and other commercial gasses, as well as hydrocarbon gasses. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from October 13, 1997, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions thereof.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's seperator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by the Lessee in delivering, processing or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences it's purchase hereunder; and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or gas or any other substance covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor, and if this lease is not maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to Lessor on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before such anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render the Lessee liable for the amount due but shall not operate to terminate this lease. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment.

4. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the productions of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill additional wells on the leased premises or lands pooled therewith as a reasonablely prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. **Extension.** At the expiration of the primary term of this lease, the Lessee, it's heirs, successors or assigns, shall have the option and right to renew this lease and extend the primary term an additional five (5) years commencing on the expiration date of the primary term of this lease, by making payment to Lessor hereinabove shown on or before such expiration date in the sum of thirty-seven and 50/100 DOLLARS ($37.50) per acre.

Should drilling or reworking operations be in the progress on lands covered hereby or pooled therewith on the expiration date of this primary term of this lease, which operations result in a dry hole, then in such event, Lessee shall have the option and right to renew this lease and extend the primary term an additional 5 years commencing on the expiration date of the primary term of this lease, such option to be exercised within 90 days from the day on which such dry hole is plugged and abandoned by making payment of the sum of thirty-seven and 50/100 DOLLARS ($37.50) per acre.

It is agreed that if the Lessor owns an interest in said land less than the entire fee simple estate, then the bonus consideration to be paid for the renewal and extension of the primary term of this lease shall be reduced proportionately.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well shall not exceed 640 acres plus a maximum acreage tolerance of 10%, and for a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%, except that larger units may be formed for oil wells or gas wells to conform to any spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction. In exercising it's pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production produced and saved which the net acreage covered by this lease and included in the unit which bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after the commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that the Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or by part, by area and/or by depth zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devises, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to

the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of divisional order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent's estate in any depository agent. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in any depository, either jointly or separately in proportion to the interest which one owns. If Lessee transfers it's interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties and/or the renewal bonus shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from the Lessor's well or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury it's pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises without Lessor's consent, and Lessee shall pay for damage caused by it's operations to buildings and other improvements now on the leased premises, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove it's fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be surrogated to the rights of the party to whom payment is made, and, in addition to it's other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Right of First Refusal.** Notwithstanding any other provision contained in this lease in the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offerer, the price offered and all other pertinent term and conditions of the offer. Lessee, for a period of fifteen 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 according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to the expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor(s) along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor(s) shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor(s) bank of record for payment.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

(LESSOR (WHETHER ONE OR MORE))		SS NO. OR TAX ID
X Richard L. Goodman		SSN - XXX-32-5946
Richard L. Goodman		
Beverly B. Goodman		

ACKNOWLEDGMENTS

INDIVIDUAL
(For use in all states)

STATE OF Wyoming
County of X LARAMIE } S.S.

On this X 17th day of X Nov., 19 97, before me, the undersigned Notary Public in and for said country and state, personally appeared Richard L. Goodman + Beverly B. Goodman known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires X 3-3-99

VIRGINIA K. GIBSON—Notary Public
County of Laramie State of Wyoming
My Commission expires March 3, 1999

x Virginia K. Gibson
Notary Public

CORPORATE
(For use in all states)

STATE OF
County of } S.S.

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19 _____, personally appeared _____, to me known to be the _____ President of _____ and to be the identical person who subscribed the name of _____ to the foregoing instrument as it's _____ President, and acknowledges 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.

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

My Commission Expires _____

_____
Notary Public

RECORDING INFORMATION

STATE OF _____
County of _____

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

By _____
Clerk (or Deputy)

ULTRA P[redacted]USA INC.
304 INVER[redacted]., STE. 295
ENGLEWOOD, CO 80112

Information Copies Book 1499 of Photos, Pages 341-346

[redacted]

736635

RECORDED AUG [redacted], 1998 AT 12:30P M.
IN BOOK 1126 OF MISC PAGE 75
NO. 848143
LARRY E. SARE
COUNTY CLERK

[redacted]

ASSIGNMENT AND CONVEYANCE

BOOK 1126 PAGE 75

THIS ASSIGNMENT AND CONVEYANCE (the "Assignment"), dated effective August 1st, 1998, at 7:01 a.m., Casper, Wyoming Time (the "Effective Time"), is from GEORGE M. APOSTOLOS, also known as G. M. APOSTOLOS, ("Assignor") whose address is 2004 Rustic Drive, Casper, Wyoming 82609, to GEORGE M. APOSTOLOS, Trustee of the George M. Apostolos Trust, dated the 29th day of July, 1998, whose address is 2004 Rustic Drive, Casper, Wyoming 82609.

I.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all of his right, title, claims, interests and estates in and to the following interests (hereinafter referred to as the "Interests"), save and except those rights, claims, title, interests and estates specifically excepted, reserved or excluded in Paragraph II hereinbelow:

(a) All the interests in oil, gas and other minerals, wherever situated, presently owned by Assignor, which interests include, without limitation, interests in and to or derived under the oil, gas and mineral leases, other mineral leases and options to lease; all overriding royalty interests; all mineral interests; all production payment interests; all fee interests; all oil, gas and mineral servitudes; all oil, gas and mineral royalty interests; and all interests, of whatever nature, in the lands described in Exhibit "A" hereto (the foregoing interests shall hereinafter be referred as the "Property" or "Properties"), and which interests include, without limitation, all oil, gas and other minerals in, on, produced (after the Effective Time) from or otherwise attributable to each Property, and all rights, easements, uses, profits a prendre, privileges, benefits and powers conferred upon the owner of each Property with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by such Property which may be necessary, convenient or incidental to the possession and enjoyment of the Property, except as specifically limited and excepted hereinbelow it being the intent of Assignor to convey to Assignee all of Assignor's interest in the Property whether or not correctly described in Exhibit "A";

RECORDED October 30 1998 2:50 M
IN BOOK 1090 PAGE 423
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Roy Cathy Sanders

270038

(b) All of Assignor's right, title, interest, obligations, duties and estate in and to or derived under all properties and agreements, contracts and other rights incident to the Properties or lands pooled or unitized therewith, including oil, gas and product sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, division orders, operating agreements, balancing agreements, joint venture agreements, secondary and tertiary recovery unit

STATE OF WYOMING } ss.
Campbell County

Filed for record this 10th day of September A.D., 1998 at 11:30 o'clock A M. and recorded in Book 1499 of Photos on page 341-346 Fees $ 16.00

736635

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Denise Peacock

agreements, farmout and farm-in agreements, commingling agreements, and all other contracts, agreements and instruments (including, without limitation, the benefits, obligations and liabilities of penalty provisions thereof and future interests, reversionary rights and deferred interests) and orders in any way relating thereto, which relate to any of the Properties, or to the production of oil, gas and other minerals from or attributable to the Properties, but only insofar as such contracts, agreements and instruments relate to either the Properties or to oil, gas and related products purchased or otherwise obtained by third parties; the recitations in specific descriptions that certain interests are subject to a specifically described agreement or interest shall not operate to subject any such interest to any such agreement or instrument except to the extent that such agreement or instrument is valid and presently subsisting with respect to such interest;

(c) All of Assignor's right, title, interest and estate in and to or derived from the oil, gas, or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Properties and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the Properties, or to the production of oil, gas or other hydrocarbons from or attributable to the Properties;

d) All of Assignor's right, title and interest on all oil, gas and other minerals, wheresoever situated, presently owned by Assignor, or hereinafter acquired, but not described on Exhibit "A", it being Assignor's intent to convey all mineral interests owned by Assignor.

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

II.

Assignor hereby warrants title to the Interests by, through and under his but no others. The Interests are assigned, subject to any and all liens, claims, encumbrances, royalty burdens, overriding royalty burdens, production payment burdens, pooling designations, unit agreements, communitization agreements, farmout agreements, operating agreements, contribution agreements, regulatory orders, instruments, agreements and any other matters affecting the Interests, including, without limitation, the liens, claims, encumbrances, instruments, agreements and other matters described in subsections I(a), (b) and (c) above, to the extent the same are subsisting, enforceable and affect the Interests. In the event there is a conflict between the terms and provisions of this Assignment and the provisions of any statutory, judicial or regulatory orders, rules or regulations, or the provisions of any agreements or other matters set out above, then except as set out herein, the terms of any such valid rules, regulations,

orders, agreements or other such matters shall prevail, to the extent they are valid, enforceable and applicable to the properties.

III.

Assignor also hereby grants, assigns and transfers to Assignee, his successors and assigns, to the extent so transferrable, (a) the benefit of and the right to enforce the covenants, obligations and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interest and (b) full substitution and subrogation of all rights accruing under the statutes of limitations or prescriptions under the laws of the state of Wyoming.

IV.

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

V.

Assignor, or Assignor and Assignee, have executed, or will execute, certain separate Assignments of individual oil, gas and mineral leases, or interests therein, which are included in the Interests for filing with and approval by the United States of America, State of Wyoming and other governmental entities and agencies. Said separate Assignments are, or will be, on forms prescribed or suggested by said governmental entities or agencies; evidence the conveyance and assignment of the applicable Interests herein made and do not constitute any additional conveyance or assignment of the oil, gas, and mineral leases, lands or interests therein or herein described or any rights therein; are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth and are not intended to create and shall not create any additional covenants and warranties of or by Assignor to Assignee; and shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in said separate assignment. Said separate Assignments and this Assignment shall, when taken together, be deemed to constitute the one conveyance and assignment by Assignor of the applicable portion of the Interests, as hereinabove set forth. This assignment, insofar as it pertains to those of the Interests as to which said separate Assignments have been, or will be, executed for filing with and approval by the United States of America, State of Wyoming, or any other governmental entity or agency, are made and accepted subject to the approval of appropriate governmental entities and agencies as to the terms of such approval, if and to the extent required by law. Assignor may be the owner of, and intends to assign to Assignee, certain interests in oil, gas and mineral leases falling under the jurisdiction of the United States of America, State of Wyoming, or other governmental entities and agencies and for which no separate form of Assignment is prescribed or suggested. To the extent that a single Assignment document is permitted by law to transfer rights to

such interests, the parties intend that this Assignment constitute such Assignment document.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and his respective successors and assigns.

EXECUTED this 29th day of July, 1998, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

George M. Apostolos

GEORGE M. APOSTOLOS, also known as G. M. APOSTOLOS

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing ASSIGNMENT AND CONVEYANCE was acknowledged before me by George M. Apostolos, also known as G. M. Apostolos on this 29th day of July, 1998.

Witness my hand and official seal.

Notary Public

My commission expires:

June 5, 2002

SHANNON HILLEBUSH- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 5, 2002

EXHIBIT A

STATE OF COLORADO

1. Rio Blanco County:

A. USA Serial No. C-021653
Unit Name: Dragon Trail Unit
Interest: 0.5% overriding royalty
Legal Description:
Township 3 South, Range 102 West, 6th P.M.
Section 3: N1/2SE1/4

B. USA Serial No. C-021653
Unit Name: Dragon Trail Unit
Interest: 3% overriding royalty
Legal Description:
Township 3 South, Range 102 West, 6th P.M.
Section 3: N1/2SW1/4

STATE OF UTAH

1. Uintah County:

A. USA Serial No. U-023998
Unit Name: Chapita Wells Unit
Interest: 0.5% overriding royalty
Legal Description:
Township 9 South, Range 22 East, 6th P.M.
Section 20: S1/2SE1/4
Section 21: SW1/4SW1/4
Section 27: S1/2S1/2
Section 28: W1/2W1/2, SE1/4SW1/4, S1/2SE1/4

STATE OF WYOMING

1. Campbell County:

A. USA Serial No. W-62351
Interest: 3.3333% overriding royalty
Legal Description:
Township 42 North, Range 72 West, 6th P.M.
Section 3: N1/2SW1/4
Section 4: W1/2SW1/4, SE1/4SW1/4
Section 9: NE1/4
Section 10: S1/2NE1/4
Section 21: N1/2NW1/4, SE1/4NW1/4

B. USA Serial No. W-050233
Interest: 0.5% overriding royalty
Legal Description:
Township 52 North, Range 73 West, 6th P.M.
Section 17: SE1/4SE1/4

C. Fee Minerals
Interest: .17% royalty interest
Legal Description:

Township 49 North, Range 70 West, 6th P.M.
Section 7: E1/2E1/2 (Lots 5, 12, 13, 17)
Section 8: W1/2W1/2 (Lots 4, 5, 12, 13)

2. Converse County:

A. Fee Minerals
Interest: 3.125% fee interest
Legal Description:

Township 35 North, Range 68 West, 6th P.M.
Section 18: E1/2W1/2, SW1/4NE1/4
Section 19: Lots 1, 2, NE1/4NW1/4
Section 30: Lot 1

Township 35 North, Range 69 West, 6th P.M.
Section 11: NE1/4SE1/4, S1/2S1/2
Section 14: N1/2NW1/4, NW1/4NE1/4
Section 15: S1/2N1/2, N1/2SW1/4, NW1/4SE1/4
Section 17: NW1/4SW1/4
Section 24: E1/2SE1/4
Section 25: E1/2NE1/4, N1/2SE1/4, SW1/4SE1/4
Section 27: NE1/4NW1/4
Section 28: SW1/4SW1/4

3. Sublette County:

A. USA Serial No. W-035077
Unit Name: Chimney Buttes Unit
Interest: 0.25% overriding royalty
Legal Description:

Township 27 North, Range 112 West, 6th P.M.
Section 4: Lots 3, 4, S1/2NW1/4
Section 5: Lots 1, 2, S1/2NE1/4

Township 28 North, Range 112 West, 6th P.M.
Section 32: E1/2E1/2
Section 33: SW1/4

B. USA Serial No. W-53498 (out of W-035077)
Unit Name: Chimney Buttes Unit
Interest: 0.25% overriding royalty
Legal Description:

Township 28 North, Range 112 West, 6th P.M.
Section 32: W1/2E1/2, E1/2W1/2, SW1/4SW1/4

[redacted] [redacted] [redacted]

LETTER AGREEMENT OF EXTENSION

Re: Oil and Gas Lease -T32N R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 32 and T31N, R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 6

The undersigned having reached an agreement relative to extending the above-reference Oil and Gas Lease ("Lease"), which Lease is hereby incorporated by reference and made a part hereof, for an additional three year term on the same terms and conditions as the present Oil and Gas Lease dated February 8, 1994.

This letter will serve as an agreement of extension of the Oil and Gas Lease dated February 8, 1994, between Peter S. Olson and Anne Olson, husband and wife of P.O. Box 568, Big Piney, WY 83113, as Lessor(s), and Leonard Hay, of P.O. Box 188, Rock Springs, WY 82902, as Lessee, covering the following described property situate in Sublette County, Wyoming, for a period of three years, said extension to be effective February 8, 1999, to and including February 7, 2002:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

And containing 260.0 acres, more or less.

The undersigned by their signatures hereon, acknowledge the lease extension between Peter S. Olson and Anne Olson, as Lessors, and Leonard Hay, as Lessee, covering the real property hereinabove to be valid for the dates stated, and further acknowledge by their signatures hereon, that said Oil and Gas Lease will be extended for the three-year term as hereinabove set forth on the same terms and conditions as set forth the original Oil and Gas Lease.

Peter S. Olson
PETER S. OLSON

Anne Olson
ANNE OLSON

Leonard Hay
LEONARD HAY

270040

RECORDED Oct. 30 1998 2:30p M
IN BOOK 09 016 PAGE 429
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scotton

The State of Wyoming)
: ss.
County of Sublette)

The foregoing instrument was acknowledged before me this 27th day of Oct, 1998, by Peter S. Olson and Anne Olson, husband and wife.

Witness my hand and official seal.

My commission expires: 4-9-02

Sallie Walters
Notary Public

Sallie Walters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 28th day of August, 1998, by Leonard Hay.

Witness my hand and official seal.

My commission expires:

Theda A. Porter
Notary Public

THEDA A. PORTER - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 2001

[redacted] [redacted] [redacted] Sublette Co.

RELEASE OF LIENS AND SECURITY INTERESTS

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

WHEREAS the undersigned, BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, Individually and as Agent, Federal Taxpayer Identification No.: 74-1508719, whose principal offices are in Houston, Harris County, Texas, and whose mailing address is 910 Travis Street, Houston, Texas 77002 ("Mortgagee"), is the mortgagee and secured party under those certain security instruments executed by HOWELL PETROLEUM CORPORATION, Federal Taxpayer Identification No.: 74-2047940 ("Mortgagor"), more particularly described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments"), reference being made to the Security Instruments and the record thereof for all purposes; and

WHEREAS, Mortgagor has requested that Mortgagee release the liens and security interests created by the Security Instruments, and Mortgagee has agreed to do so;

NOW THEREFORE, in consideration of the foregoing, Mortgagee has RELEASED, DISCHARGED, RETRANSFERRED and REASSIGNED, without warranty or recourse, and by these presents does hereby RELEASE, DISCHARGE, RETRANSFER and REASSIGN, without warranty or recourse, the properties described in the Security Instruments from all liens and security interests held by the undersigned securing such obligations, including, without limitation, the liens and security interests created by the Security Instruments, together with any and all rights that the undersigned may now or hereafter have to establish or enforce any of such liens or security interests as security for the payment of any other or future indebtedness of Mortgagor to Mortgagee.

For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing the filing and recording data for the Security Instruments recorded in the county or state in which the particular counterpart hereof is to be filed or recorded. A complete, original counterpart of this instrument with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

270059

RECORDED November 2, 1998 10:00AM
IN BOOK 109 O+G PAGE 431
FEES $16.00 Mary L Lubnau COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

1790662:LKD:3566.23

EXECUTED this 24th day of SEPTEMBER, 1998. .

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By: David W. Phillips
Name: DAVID W. PHILLIPS
Title: VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID W. PHILLIPS, VICE PRESIDENT of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, as the act and deed of such banking association, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 24th day of SEPTEMBER, 1998.

Chandra D. Rush
NOTARY PUBLIC in and for the State of Texas

CHANDRA D. RUSH
Notary Public, State of Texas
My Comm. Expires 3-26-2002

(Printed Name of Notary Public)

My Commission Expires:

_____

1790662:LKD:3566.23

EXHIBIT A

Assignment of Note, Liens, Security Interests and Other Rights dated December 31, 1992, from Texas Commerce Bank National Association to Bank One, Texas, N.A., filed and recorded as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Book 1225, Page 308, Photo Records, filed January 21, 1993; File No. 666339
Johnson County	Book 255, Page 1, filed January 22, 1993; File No. 008843
Sublette County	Book 91, Page 570, Oil & Gas Records, filed February 1, 1993; File No. 240316
Bureau of Land Management	Assignment filed January 25, 1993
State of Wyoming	Assignment filed April 27, 1993; File No. 63-13559

Non-Standard Assignment of Financing Statements from Howell Petroleum Corporation, as debtor, to Texas Commerce Bank National Association, as secured party, assigning the following financing statements to Bank One, Texas, N.A., filed as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County FS #U142400	Assignment filed January 21, 1993; File No. A605417
B. 1029, P. 506	Book 1225, Page 327, Photo Records, filed January 21, 1993; File No. 666340
Johnson County FS #SA33006	Assignment filed January 22, 1993
FS #SA33007	Assignment filed January 22, 1993

1790662:LKD:3566.23

Sublette County FS #222250;U24145	Assignment filed February 1, 1993; File No. 240319
FS #222251;U24146	Assignment filed February 1, 1993; File No. 240318
Secretary of State FS #33310	Assignment filed January 21, 1993; File No. 93021111E05

Amended and Restated Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated December 30, 1992, from Howell Petroleum Corporation to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, N. A., filed and recorded as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Book 1225, Page 333, Photo Records, filed January 21, 1993; File No. 666341
Johnson County	Book 255, Page 20, filed January 22, 1993; File No. 008846
Sublette County	Book 91, Page 596, Oil & Gas Records, filed February 1, 1993; File No. 240317
Bureau of Land Management	Filed January 25, 1993
State of Wyoming	Filed April 27, 1993; File No. 63-13559

[redacted] [redacted] [redacted]

Non-Standard Financing Statement from Howell Petroleum Corporation, as debtor, to Bank One, Texas, N.A., as secured party, filed as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Financing Statement No. U171761, filed January 21, 1993
Johnson County	Financing Statement No. 38385, filed January 22, 1993
Sublette County	Financing Statement No. 240320; U27674, filed February 1, 1993
Secretary of State	Financing Statement No. 93021111B01, filed January 21, 1993

Ratification of and Amendment to Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated as of March 31, 1995, by and between Howell Petroleum Corporation and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Book 1336, Page 118, Photo Records, filed May 22, 1995; File No. 696406
Johnson County	Book 261, Page 98, Photo Records, filed May 22, 1995; File No. 029455
Sublette County	Book 101, Page 428, Oil and Gas Records; filed May 22, 1995; File No. 252205
Bureau of Land Management	Filed May 30, 1995
Department of Public Lands	Filed August 22, 1995, Lease File No. 63-13559

1790662:LKD:3566.23

Non-Standard Amendment to Financing Statements from Howell Petroleum Corporation, as debtor, to Bank One, Texas, National Association, as secured party, filed as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County FS #U142400	Amendment filed May 23, 1995; File No. A628650
FS #U171761	Amendment filed May 23, 1995; File No. A628649
B. 1029, P. 506	Book 1336, Page 148, Photo Records, filed May 23, 1995; File No. 696407
Johnson County FS #SA33006	Amendment filed May 22, 1995; File No. 29456
FS #SA33007	Amendment filed May 22, 1995; File No. 29457
FS #38385	Amendment filed May 22, 1995; File No. 29458
Sublette County FS #222250; U24145	Amendment filed May 22, 1995; File No. 252201
FS #222251; U24146	Amendment filed May 22, 1995; File No. 252202
FS #240320; U27674	Amendment filed May 22, 1995; File No. 252203
Secretary of State FS #33310	Amendment filed May 22, 1995; File No. 95142164C09
FS #93021111B01	Amendment filed May 22, 1995; File No. 95142164B07

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that ULTRA RESOURCES, INC., 304 Inverness Way South, Suite 295, Englewood, CO 80112, Assignor, for the sum of One Dollar ($1.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown below:

NAME	ADDRESS	PERCENT
Gasconade Oil Company	633 17th Street, Suite 1910 Denver, CO 80202	1.66666%
The Roy H. Dubitzky Trust	6663 So. Prescott Way Littleton, CO 80120	1.66667%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.66667%

BEING in all a total of an undivided 5% overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described as follows:

WY-1342
Lessor: USA WYW-144994
Lease Date: 7/1/51
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 108 West
Section 8: N/2
Township 31 North, Range 108 West
Section 30: E/2
Section 32: W/2

WITNESS my hand on this 5th day of August, 1998.

270065

RECORDED November 2, 1998 10:45a M
IN BOOK 109 O+6 PAGE 437
FEES $16.00 Mary L Lilyhu COUNTY CLERK
CAMPBELLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 5th day of August 1998, before me, the undersigned authority, personally came and appeared **R. G. "Jerry" Albertus**, appearing in his capacity as President of **ULTRA RESOURCES, INC.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

438

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

270066

RECORDED December 2 1998 AM 11:00a
IN BOOK 109 OTG PAGE 438
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

THIS AGREEMENT, made and entered into this 8th day of April 19 98 by and between

Patricia Angus McMordie, and Michael R. McMordie, individually and as wife and husband, and as heirs of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

of 12701 Quarter Horse Drive, Elgin, TX 78621, hereinafter called lessor (whether one or more), and

Hanson & Strahn, Inc., of 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 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 760.00 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 five (5) years from February 11, 1999 (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 Elgin Bank, at P. O. Box 151, Elgin, TX 78621 (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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

x Patricia Angus McMordie
Patricia Angus McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

SS # 443-54-7593

x Michael R. McMordie
Michael R. McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

SS # 456-72-1672

STATE OF TEXAS
COUNTY OF BASTROP } ss. INDIVIDUAL

On this 3rd day of Sept, 19 98, before me personally appeared Patricia Angus McMordie, and Michael R. McMordie, individually and as wife and husband, and as heirs of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

to me known to be the person ____ described in, and who executed the foregoing instrument, and who acknowledged to me that ____t he y____ executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 3rd day of Sept, 19 98.

My commission expires:

BEATRIZ CASTILLO
Notary Public
STATE OF TEXAS
My Comm. Exp.02-03-2001

Beatriz Castillo
Notary Public for the State of TEXAS
residing at Bastrop County

STATE OF _____
COUNTY OF _____ } ss. 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 _____

EXHIBIT "A"
BONUS AGREEMENT FOR TOP LEASE

THIS AGREEMENT is made as of this 8th day of April, 1998, 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 April 8, 1998, 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: Patricia Angus McMordie and Michael R. McMordie, wife and husband, individually and as heir of Marian L. Angus, a deceased person
LESSEE: Contex Energy Company
DATED: February 11, 1994, and recorded in Book 97, page 360 of the Sublette County records

WHEREAS, in consideration for the Top Lease, the undersigned Lessor has been paid $92.37 by draft, which represents 25% of the total bonus payable to the undersigned Lessor if the Prior Lease did not exist;

WHEREAS, the 75% balance of the total bonus and all the paid-up rentals, in the amount of $277.10, 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.

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.

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:

Patricia Angus McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

Michael R. McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

LESSEE:

By _____
Hanson and Strahn

EXHIBIT "B"
ADDENDUM TO PAID-UP OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated April 8, 1998, by and between Patricia Angus McMordie and Michael R. McMordie, individually and as wife and husband, and as heirs of the Estates of Marian L. Angus, deceased and Howard Angus, deceased, as Lessor, and Hanson & Strahn, Inc., as Lessee.

Paid-Up Oil and Gas Lease covering
Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/2SE1/4
Section 36: W1/2
Sublette County, Wyoming

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 11th day of February, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of fifty and 00/100 ($50.00) dollars per net mineral acre covered by this lease, on or before the expiration date of the first primary term of this lease.

Signed for Identification:

x Patricia Angus McMordie
Patricia Angus McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

x Michael R. McMordie
Michael R. McMordie, individually and as heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

442

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1998)

PAID-UP OIL AND GAS LEASE

270067

RECORDED December 2 1998 M #207
IN BOOK 109016 PAGE 442
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIS AGREEMENT, made and entered into this 8th day of April 1998 by and between James Angus and Karen P. Angus, individually and as husband and wife, and as heirs of the Estates of Marian L. Angus, deceased and Howard Angus, deceased of 3713 Mimosa Avenue, Memphis, TN 38111, 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 760.00 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 five (5) years from February 11, 1999 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 Shelby County Employee FCU Bank, at 4th Floor, 157 Poplar, Memphis, TN 38103 (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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

X James Angus

James Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

x Karen P. Angus

Karen P. Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

STATE OF Tennessee
COUNTY OF At Large } ss. INDIVIDUAL

On this 25th day of September, 19 98, before me personally appeared James Angus and Karen P. Angus, individually and as husband and wife, and as heirs of the Estates of Marian L. Angus, deceased and Howard Angus, deceased
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 25th day of September, 19 98.

My commission expires: 3-26-2002

Cynthia J. Weeks
Notary Public for the State of Tennessee
residing at Memphis, TN.

STATE OF
COUNTY OF } ss. 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

EXHIBIT "A"
DEFERRED BONUS AGREEMENT FOR TOP LEASE

THIS AGREEMENT is made as of this 8th day of April, 1998, 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 April 8, 1998, 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: James Angus and Karen P. Angus, husband and wife, individually and as heirs of Marian L. Angus, deceased
LESSEE: Contex Energy Company
DATED: February 11, 1994, and recorded in Book 96, page 655 of the Sublette County records

WHEREAS, in consideration for the Top Lease, the undersigned Lessor has been paid $92.37 by check or draft, which represents 25% of the total bonus payable to the undersigned Lessor if the Prior Lease did not exist;

WHEREAS, the 75% balance of the total bonus and all the paid-up rentals, in the amount of $277.10, 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.

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.

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:

X _____
James Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

X _____
Karen P. Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

LESSEE:

Hanson & Strahn, Inc.

By _____
Dennis D. Randleman, Secretary

No Attest Required

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated April 8, 1998, by and between James Angus and Karen P. Angus, individually and as husband and wife, and as heirs of the Estates of Marian L. Angus, deceased, and Howard Angus, deceased, Lessor, and Hanson & Strahn, Inc., Lessee.

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/4SE1/4
Section 36: W1/2
Sublette County, Wyoming

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 11th day of February, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, the sum of fifty and 00/100 ($50.00) dollars per net mineral acre covered by this lease, on or before the expiration date of the first primary term of this lease.

Signed for Identification:

x James Angus
James Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

x Karen P. Angus
Karen P. Angus, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

446

6.00

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Hanson & Strahn, Inc. for a good and valid consideration does hereby release, relinquish, quit-claim and surrender to the lessor James Angus and Karen P. Angus, individually and as husband and wife, and as heirs of the Estate of Marian L. Angus, deceased, 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 lease, made and entered into by and between James Angus and Karen P. Angus, individually and as husband and wife, and as heirs of the Estate of Marian L. Angus, deceased, as lessor and Hanson & Strahn, Inc. as lessee, dated the 8th day of April, 1998, insofar and only insofar as the same covers the following described land, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/4SE1/4
Section 36: W1/2

containing 760.00 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the County Clerk in and for said county, in Book 108 O&G, page 109.

Executed this 27th day of October, 1998.

Hanson & Strahn, Inc.:

By Marc Randal Strahn
President

No Attest Required

270068

RECORDED November 2 1998 at 11:20A
IN BOOK 109 O&G PAGE 446
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soares

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 27th day of October, A.D. 1998, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of October, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

Form 3000-3
(October 1992)

[redacted]

UNITED S[redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1097
FORM [redacted]D
OMB NO. 1004-0034
Expires: July 31, 1995

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
98 JUN 18 AM 8:05
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-128176

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

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

*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 interest 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~~ 33 North, Range 109 West Section 6: Lots 5, 6, SE/4NE/4NE/4SW/4, NE/4SE/4NE/4SW/4, S/2SE/4NE/4SW/4, NE/4SE/4SW/4, SE/4NW/4SE/4SW/4, S/2SE/4SW/4 Section 9: SW/4NW/4, W/2SW/4 Containing ~~2,440.00~~ 233.27 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270118
11:30 A
RECORDED November 6 1998 M
IN BOOK 109 A-6 PAGE 447
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kaki Pape

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

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUL 01 1998

/s/ Mary J. Rugwell
By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER OCT 07 1998
(Title) (Date)

WY-32329

447

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.

4/48

State of COLORADO)
) ss.
County of DOUGLAS)

ACKNOWLEDGMENT (For use by Corporation)

On this 13 day of May, 1998, before me personally appeared R. G. "Jerry" Albertus, to me personally known, who, being by me duly sworn, did say that he is the President of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said R. G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13 day of May, 1998.

NOTARY PUBLIC

(SEAL)

My Commission expires: 3.17.2000

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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 13th day of May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
(Please type or print)

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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)

[redacted] OF THE INTERIOR
OF LAND MANAGEMENT

98 JUN 18 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED [redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1154
FORM [redacted] ED
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-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

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 10: W/2 Section 15: ALL Section 4: S/2 Section 5: Lots 10-12 Section 8: NE/4, NE/4NW/4, N/2SE/4 Section 9: ALL Containing 2,284.86 acres, more or less Sublette County, Wyoming	100%	25%	75%	-0-	Of record

270119
11:30 A
RECORDED November 6 1998 M
IN BOOK 109 M&A PAGE 449
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pope

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

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUL 01 1998

By /s/ Mary J. Rugwell
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

OCT 07 1998
(Date)

WY - 3[illegible]

449

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

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO)
) ss.
County of DOUGLAS)

On this 23 day of April, 1998, before me personally appeared R. G. "Jerry" Albertus, to me personally known, who, being by me duly sworn, did say that he is the President of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said R. G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23 day of April, 1998.

(SEAL)

My Commission expires: 7/12/2000

Amy Barton
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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 23rd day of April, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact R. G. "Jerry" Albertus (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)
or
Attorney-in-fact Ralph W. Ponfick (Signature)
Ralph W. Ponfick, Attorney-In-Fact

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]

Form 3000-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1295

[redacted]

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

Lease Serial No.
WYW-131099

THE INTERIOR
OF LAND MANAGEMENT
98 JUN 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 8: LOT 1, S/2NE/4, SE/4 Section 9: LOTS 1-4, S/2N/2, S/2 Section 10: S/2N/2, S/2 Section 11: SW/4NW/4, SW/4, SW/4SE/4 Section 17: SE/4NW/4, E/2SW/4 Township 33 North, Range 112 West Section 33: SW/4SW/4 Section 34: S/2S/2 Containing 1859.52 acres, more or less Sublette County, Wyoming	100%	15%	85%	None	None

270120

RECORDED November 6 1998 11:30 A M
IN BOOK 109 M/R PAGE 451
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Blake Pape

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 NW/4SE/4 of Section 16, Township 31 North, Range 111 West, Sublette County, Wyoming

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 JUL 01 1998

/s/ Mary J. Rugwell — LAND LAW EXAMINER — OCT 07 1998
By (Authorized Officer) (Title) (Date)

WY-22337

451

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.

452

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO)
) ss.
County of DOUGLAS)

On this 18 day of May, 1998, before me personally appeared R. G. "Jerry" Albertus, to me personally known, who, being by me duly sworn, did say that he is the President of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said R. G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18 day of May, 1998.

(SEAL)

My Commission expires: 3.17.2000

NOTARY PUBLIC

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 transfer are located; (c) Transferee's chargeable interest, 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 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 to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and 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 (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 18 day of ~~April~~ May, 19 98

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President

304 Inverness Way South, Suite 295
(Transferor's Address)

Englewood, CO 80112
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Transferee _____

or
Attorney-in-fact _____
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

BURDEN HOURS STATEMENT

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

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

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

WY-1303

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-131408

Lease Effective Date
(Anniversary Date)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 4: LOTS 1, 2, S/2NE/4, SE/4 Section 9: E/2 Section 10: All Section 11: All Section 12: All Containing 2,558.70 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270130

RECORDED November 6 1998 2:00p.m.
IN BOOK 109 Oto PAGE 453
FEES $8.00 M L Lloyd 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)

WY-32338

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~March~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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

WY-1305

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-131409

Lease Effective Date
(Anniversary Date)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 13: ALL Section 14: ALL Section 15: E/2 Containing 1,600.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270131

RECORDED November 16 1998 2:00PM
IN BOOK 109 O+G PAGE 455
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE
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)

WY-32339

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation, and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor R G Jerry Albertus
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-in-Fact

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

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)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 23: ALL Section 24: N/2, SW/4, N/2SE/4, SW/4SE/4 Containing 1,240.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270132

RECORDED November 6 1998 2:00PM
IN BOOK 109 O+G PAGE 457
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

WY-32340

457

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with the authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation, and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor R. G. Albertus (Signature)

or

Attorney-in-fact _____ (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)

or

Attorney-in-fact Ralph W. Ponfick (Signature)

Ralph W. Ponfick, Attorney-in-Fact

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

WY-1307

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-131411

Lease Effective Date
(Anniversary Date)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 25: ALL Containing 640.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270133

RECORDED November 6, 1998 2:00PM
IN BOOK 109 O+G PAGE 459
FEES $8.00 M. L. Lyford 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)

WY-32341

459

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with the authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact _____
(Signature)
Ralph W. Ponfick, Attorney-In-Fact

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

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)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 10: Lot 4 Section 20: All Section 21: All Containing 1,302.25 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270134

RECORDED November 6 98 2:00p
IN BOOK 109 PAGE 461
FEES $5.00 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)

WY-32342

461

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact _____ (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)

or

Attorney-in-fact Ralph W. Ponfick (Signature)
Ralph W. Ponfick, Attorney-in-Fact

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

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)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 23: All Section 24: All Section 25: All Section 26: All Containing 2,560.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270135

November 16 98 2:00p
IN BOOK 109 OTC PAGE 463
FEES $ 8.00 M. L. Lybbert 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)

WY-32343

463

4/64

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

D Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor R. J. Albertus
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact Ralph W. Ponfick
(Signature)
Ralph W. Ponfick, Attorney-In-Fact

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

WY-1308

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-116279

Lease Effective Date
(Anniversary Date)
6/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 31 North, Range 112 West Section 22: SE/4 Section 26: ALL Section 27: E/2 Section 35: N/2, SE/4 Containing 1,600.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270136

RECORDED November 6 1998 2:00p
IN BOOK 109 Q+G PAGE 465
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 _____ (Authorized Officer)

_____ (Title) (Date)

WY-32344

465

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 DOUGLAS)

BE IT KNOWN, that on this 18th day of May, 1998, before me, the undersigned authority, personally came and appeared "R. G. "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARIAL SEAL
E. MARKS
STATE OF COLORADO

E. Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
(Please type or print)

Assignor R. G. "Jerry" Albertus
(Signature)

or

Attorney-in-fact
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee
(Signature)

or

Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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

WY-1096

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-129610

Lease Effective Date
(Anniversary Date)
7/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 10: E/2NE/4 Section 11: All Section 12: All Section 13: All Section 14: NE/4, NE/4NW/4, NE/4SE/4 Section 24: NE/4, NE/4NW/4 Containing 2,440.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270137

RECORDED November 6 1998 2:00 PM
IN BOOK 109 O+G PAGE 467
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

WY-32345

467

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 DOUGLAS)

BE IT KNOWN, that on this _19___ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 19th day of May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact _____
(Signature)
Ralph W. Pomfick, Attorney-In-Fact

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

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) 2/1/94
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 27: All Section 28: All Section 29: All Containing 1,920.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270138

RECORDED November 6 1998 2:00PM
IN BOOK 109 Q+6 PAGE 469
FEES $8.00 M. Lee Hall 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)

WY-32346

469

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with the authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact _____ (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)

or

Attorney-in-fact _____ (Signature)
Ralph W. Ponfick, Attorney-In-Fact

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

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, 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-131415

Lease Effective Date
(Anniversary Date)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 32: All Section 33: All Section 34: All Section 35: All Containing 2,560.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270139

RECORDED November 6 1998 2:00PM
IN BOOK 109 O+G PAGE 471
FEES $ 8.00 M L Lahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soctor

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-32347

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation, and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~March~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
(Please type or print)

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

Ralph W. Ponfick, Attorney-in-Fact

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

WY-1297

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-132412

Lease Effective Date
(Anniversary Date)
2/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

*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 interest 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 Section 17: E/2, NE/4NW/4, SW/4NW/4, W/2SW/4 Section 19: E/2 Containing 800.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270140

RECORDED November 6 1998 2:00 PM
IN BOOK 109 O+G PAGE 473
FEES $8.00 Mary L Lythgoe 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)

WY-32348

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with the authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~April~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact _____ (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)

or

Attorney-in-fact Ralph W. Ponfick (Signature)

Ralph W. Ponfick, Attorney-in-Fact

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]

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

Lease Serial No.
WYW-132413

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 Effective Date
(Anniversary Date)
6/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234

*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 interest 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 Section 31: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming	100%	15%	85%	-0-	Of record

270141

RECORDED November 6 19 98 2:00 PM
IN BOOK 109 OF 6 PAGE 475
FEES $8.00 M. L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachen

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-32349

475

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 DOUGLAS)

BE IT KNOWN, that on this __18th_ day of _May_____, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 17, 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 the assignment are located; (c) Assignee's chargeable interest, 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 to 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 18 day of ~~August~~ May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact _____ (Signature)

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June, 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____ (Signature)

or

Attorney-in-fact Ralph W. Pomfick (Signature)
Ralph W. Pomfick, Attorney-in-Fact

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

WY-1133

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-016161

Lease Effective Date
(Anniversary Date)
7/1/52

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO. 80234

*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 interest or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 30 North, Range 108 West, 6th PM Sec. 11: E/2E/2 Sec. 12: All Sec. 13: All Sec. 24: All	100%	15%	85%	NONE	Of Record
Sec. 14: NE/4, N/2SE/4, SE/4SE/4, ~~NE/4NW/4~~ 270142 Township 30 North, Range 108 West, 6th PM Sec. 14: S/2NW/4, NE/4NW/4	66.667%	10%	56.667%	NONE	Of Record

Containing 2480 acres, M/L
Sublette Co., WY

RECORDED November 6 1998 2:00PM
IN BOOK 109 OTG PAGE 477
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 19th day of October, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and acknowledged and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

E. MARKS NOTARIAL SEAL STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 19th day of October 1998

Name of Assignor as shown on current lease ULTRA RESOURCES INC
Please type or print

Assignor By: R.G. Jerry Albertus
(Signature)

or
Attorney-in-fact By: R.G. "Jerry" Albertus
(Signature) President

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, CO 80112
(City) (State) Zip Code)

Executed this 29th day of October 1998

LANCE OIL AND GAS COMPANY, INC

Assignee
(Signature)

or
Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-in-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from PIEDMONT MINERALS COMPANY, with an office at 5838 S. Stanida Circle, Salt Lake City, UT 84121 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

270158

RECORDED November 9 1998 9:25 A.M.
IN BOOK 109 Oil & Gas P. 479.
FEES $12.00 M. L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

PIEDMONT MINERALS COMPANY

By: Miles A. Williams
Name: Miles A. Williams
Title: Partner

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
ELN

By:
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF ~~COLORADO~~ UTAH §
SALT LAKE §
COUNTY OF ~~DENVER~~ §

The foregoing instrument was acknowledged before me this 16th day of October, 1998, by Miles A. Williams on behalf of PIEDMONT MINERALS COMPANY, a ~~corporation~~ Colorado Partnership.

My commission expires:

LARRY R. WILLIAMS
Notary Public
STATE OF UTAH
My Comm. Expires MAR 30, 1999
1909 EAST 9570 SOUTH SANDY UT 84092

Signature

Larry R. Williams
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of ~~Colorado~~ Utah

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

483

REC'D LAND DEPT.

Form 3000-3a
(November 1990)

SEP 28 1998 UNITED STATES REC'D LAND DEPT.
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT DEC 2 8 1998

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

BUREAU OF LAND MANAGEMENT

93 JAN 14 AM 9:00

RECEIVED

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.

C-036538

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Howell Petroleum Corporation
Street 1111 Fannin Street, Suite 1500
City, State, ZIP Code Houston, Texas 77002-6923

*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 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.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
MASS ASSIGNMENT See Exhibit "A" attached hereto NOTE: It is the intent of Transferor to Convey to Transferee ALL the Right, Title, and Interest which it owns in subject leases without reservation.	All	All	-0-	-0-	As of Record

270191

RECORDED November 9 1998 11:40A M
IN BOOK 109 016 PAGE 483
FEES $ 14.00 COUNTY CLERK
SUB PARK COUNTY, WYOMING
By Cathy Saxton

98 SEP 17 AM 9 96
RECORDED
MARY ANN COLLINS
PARK CO. CLERK, WY
521356

FILE DATE: 10/09/1998 FILE TIME: 12:00 PAGE #: 0001 OF 0003
PARK COUNTY, WY. MARIE FONTAINE - COUNTY CLERK DOC #: 1998 6946 **

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 FEB 01 1998

JUL 31 1998

By /s/ PAMELA J. LEWIS (Authorized Officer) Chief, Leasable Minerals (Title) (Date)

PAGE 1 OF 5

FOR ASSIGNMENT $140

493

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.

FILE DATE: 10/09/1998 FILE TIME: 12:00 PAGE #: 0002 OF 0002
PARK COUNTY, WY, MARIE FONTAINE - COUNTY CLERK DOC #: 1998 6946

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 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 of all Federal oil and gas 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 (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 17th day of Dec., 19 97

Name of Transferor AMOCO PRODUCTION COMPANY
Please type or print

Transferor _____
or (Signature)
Attorney-in-fact R.D. Howard
(Signature) R.D. Howard, Attorney-in-Fact

P.O. BOX 800
(Transferor's Address)

DENVER CO 80201
(City) (State) (Zip Code)

Executed this 17th day of Dec., 19 97

HOWELL PETROLEUM CORPORATION

Transferee _____
or (Signature) Robert T. [redacted]
Attorney-in-fact John E. [redacted]
(Signature) John E. [redacted]

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

621356

[redacted] [redacted] [redacted]

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of Dec., 1997 by R.D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Deleware corporation.

My Commission Expires:

MIRIAM L. TAYLOR-AINSCOUGH
NOTARY PUBLIC
State of [illegible]
Comm. Exp. [illegible]

Miriam L Taylor Ainscough
Signature
Miriam L Taylor Ainscough
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Texas

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of Dec., 1997 by Robert T. Moffett, Vice President on behalf of HOWELL PETROLEUM CORPORATION.

My Commission Expires:

MIRIAM L. TAYLOR-AINSCOUGH
NOTARY PUBLIC
State of [illegible]
Comm. Exp. [illegible]

Miriam L Taylor Ainscough
Signature
Miriam L. Taylor Ainscough
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Texas

FILE DATE: 10/09/1998 FILE TIME: 12:00 PAGE #: 0003 OF 0005
PARK COUNTY, WY, MARIE FONTAINE - COUNTY CLERK DOC #: 1998 6946

EXHIBIT "A"

Attached to and made a part of that certain Mass Assignment of Operating Rights
dated 12-17-97
by and between
AMOCO PRODUCTION COMPANY, as Assignor and
HOWELL PETROLEUM CORPORATION, as Assignee

Natrona County, Wyoming - (Salt Creek Area)

LEASE NO.	SERIAL NO.
13754---	Cheyenne 036538
625522---	Cheyenne 036749-B
625523---	Cheyenne 036749-A
625524---	Cheyenne 036914-A

Park County, Wyoming - (Elk Basin Area)

LEASE NO.	SERIAL NO.
694217---	Cheyenne 045069

FILE DATE: 10/09/1998 FILE TIME: 12:00 PAGE #: 0004 OF 0005
PARK COUNTY, WY. MARIE FONTAINE - COUNTY CLERK DOC #: 1998 6946

[redacted] [redacted] [redacted]

EXHIBIT "A"
(continued)

Sublette County, Wyoming - (Fogarty Creek Area)

LEASE NO.	SERIAL NO.	LEASE NO.	SERIAL NO.
785390---	W-0317228	785391---	W-17208
785392---	W-0317227-A	785393---	W-43217
785386---	W-51103	785387---	W-0320213
785388---	W-0317229	785389---	W-0317227
785382---	W-36055	785383---	W-42791
785384---	W-06317	785385---	W-0311662
785378---	W-0320214	785379---	W-0322083
785380---	W-51104	785381---	W-0322610
785375---	W-2120	785376---	W-11603
785377---	W-52811	785371---	W-9578
785372---	W-26615	785373---	W-38076

Sweetwater County, Wyoming - (Kinney Unit Area)

LEASE NO.	SERIAL NO.
178260---	E-024060-A

Sweetwater County, Wyoming - (Federal 2-22)

LEASE NO.	SERIAL NO.
603322---	W-7974

FILE DATE: 10/09/1998 FILE TIME: 12:00 PAGE #: 0003 OF 0003
FARM COUNTY, WY. MARIE FONTAINE - COUNTY CLERK DOC #: 1998 6746

PAGE 5 OF 5 621356

488

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.
WYW-114059

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* 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
Township 32 North, Range 111 West, 6th P.M. Section 33: NE Containing 160 acres, more or less, located in Sublette County, Wyoming. 270192 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as the depth of 7,562 feet on the logs of the Ultra #32-33 Cottonwood Well, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West, Sublette County, Wyoming.	100%	100%	NONE	NONE	6.5% of 8/8ths

RECORDED November 9 1998 1:30PM
IN BOOK 109 O+G PAGE 488
FEES $10.00 M. L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

[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.

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.

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 19th day of October, 19 98

Name of Transferor SHAMA KAFAR LIMITED PARTNERSHIP
Please type or print
a/k/a Shama Zoe Limited Partnership,
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 (City) Colorado (State) 80111 (Zip Code)

Executed this 28 day of October, 19 98

Transferee ULTRA RESOURCES, INC.
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, 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA KAFAR LIMITED PARTNERSHIP, a/k/a SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 19th day of October, 1998.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYW-118172

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* 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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th P.M. Section 25: E2SW and NWSW Containing 120.00 acres, more or less, located in Sublette County, Wyoming	100%	100%	NONE	NONE	6.5% of 8/8ths

270193

This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as the depth of 9,090 feet on the logs of the Ultra #11-25 Luman Well, located in the NE/4 SW/4 of Section 25, Township 32 North, Range 110 West, Sublette County, Wyoming.

RECORDED November 9, 1998 1:30 PM
IN BOOK 109 OF G PAGE 491
FEE $10.00 MYRL LEFFLER COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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 seventy-five (75) 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 ten (10) 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, Assignor is obligated to honor the reassignment rights of Gregor Klurfeld, as provided under paragraphs two and three of Reassignment Rider attached to Assignment of Record Title Interest dated January 14, 1994, from said Gregor Klurfeld, as Assignor, to Shama Zoe Limited Partnership, as Assignee.

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 19th day of October, 19 98

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 (City) Colorado (State) 80111 (Zip Code)

Executed this 20 day of October, 19 98

Transferee ULTRA RESOURCES, INC.

By R. G. 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, 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.

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 19th day of October, 1998.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

494

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

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

Lease Serial No.

WYW-133083

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 (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 32 North, Range 110 West, 6th P.M. Section 25: SWSW Containing 40.00 acres, more or less, located in Sublette County, Wyoming 270194 This assigment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as the depth of 9,090 feet on the logs of the Ultra #11-25 Luman Well, located in the NE/4 SW/4 of Section 25, Township 32 North, Range 110 West, Sublette County, Wyoming.	100%	100%	None	None	6.5% of 8/8ths

RECORDED November 9, 1998 1:30 PM
IN BOOK 109 Pct 6 PAGE 494
FEES $10.00 M L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

[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.

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.

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 19th day of October, 19 98

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 (City) Colorado (State) 80111 (Zip Code)

Executed this 28 day of October, 19 98

ULTRA RESOURCES, INC.

Transferee By [signature]
(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, 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.

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 19th day of October, 1998.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

[redacted] [redacted] [redacted]

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

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 93-00133 Assignment Approval Date - _____

ASSIGNOR, with name and address at, **Shama Zoe Limited Partnership**
6400 S. Fiddler's Green Circle
Plaza Tower One, Suite 1977
Englewood, CO 80111

being the owner of 100 percent

(Type Interest: ~~Leasehold~~ Operating Rights ~~Overriding Royalty~~)

interest in this lease, described in particular if less than the total leasehold as: **NE/4 Sec. 16, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 160.00 acres, more or less, and this Assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as the depth of 8,100 feet on the logs of the Ultra #2-16 Daniel Well, located in the NW/4 NE/4 of Section 16, Township 33 North, Range 111 West, Sublette County, Wyoming.**

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: **Ultra Resources, Inc.**
304 Inverness Way South, Suite 295
Englewood, CO 80112

100 percent interest in the ~~total leasehold, or~~ **Operating Rights** as described in particular above, **without segregation of lease.**

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.

270195

RECORDED November 9 1998 1:30 PM
IN BOOK 109 O&G PAGE 497
FEES $ 8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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, **(none), and subject to 1.8333% overriding royalty interest assigned to Charles H. & Carol M. Hasper, et al, by Assignment of Overriding Royalty dated September 20, 1994, effective as of the 2nd day of July, 1994, as recorded in Book 99 O&G, at Page 104, of the***

This assignment is subject to any existing overriding royalties previously served. 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 1 *of* 1 *of Lease #* 93-00133 *assignment dated* October 19, 1998

***records of Sublette County, Wyoming, and further subject to one-half of one percent (0.5%) overriding royalty interest assigned to The Ensign-Bickford Company, by Assignment of Overriding Royalty Interest dated June 28, 1995, effective as of the 1st day of May, 1995, as recorded in Book 102 O&G, at Page 5, of the records of Sublette County, Wyoming.**

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE this 19th day of October, 1998.

ASSIGNOR	Assignee (1)
SHAMA ZOE LIMITED PARTNERSHIP	ULTRA RESOURCES, INC.
By Gilman A. Hill	By
Title - Gilman A. Hill, General Partner	Title R. G. "Jerry" Albertus, President
Attest -	Attest -

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.

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 19th day of October, 1998.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 1998

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

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 dated 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 as lease,

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] [redacted] 10.00

Producers 88—TK
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 July 8, 1998, by and between Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her sole and separate property
2161 North, 1400 East
Provo, Utah 84604

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 PM
Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½SW¼, NW¼SE¼
Section 9: SW¼NW¼, N½SW¼

Township 33 North, Range 114 West, 6th PM
Section 1: SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM
Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1,953.87 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 nine hundred fifty three and 87/100 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 Lessee 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.

27021[illegible] 270216

RECORDED Nov. 10, 1998 M. 8:30a
IN BOOK 109 O+6 PAGE 499
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

X Patti Louise Covey Edwards
Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her sole and separate property

SS# 529-42-3934

ACKNOWLEDGEMENT

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On this 5 day of October, 1998, before me personally appeared before me PATTI LOUISE COVEY EDWARDS, an individual who duly acknowledged to me that she executed the foregoing instrument.

NOTARY PUBLIC
KRISTIN HUGHES
136 South Main #1000
Salt Lake City, Utah 84101
My Commission Expires
October 1, 1999
STATE OF UTAH

Notary Public
Residing in Salt Lake County

My Commision Expires:

10/1/99

[redacted] [redacted] [redacted]

"ADDENDUM TO OIL AND GAS LEASE"

Attached to and made a part of that certain Oil and Gas Lease dated the 8th day of July, 1998, by and between Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her 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 fifteen per cent (15%).

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:

X Patti Louise Covey Edwards

Patti C. Edwards, aka Patti Louise Covey Edwards, a
married woman dealing in her sole and separate property

16.00

RATIFICATION AGREEMENT

This Ratification Agreement is made this 8th day of September, 1998 by and between High Mountain Ranches, Inc. ("High Mountain"), a Wyoming corporation, and Patti Louise Covey Edwards ("Edwards"), an individual residing in Provo, Utah.

WHEREAS, Edwards asserts she is the owner of a one-half interest in the oil, gas, and mineral rights (the "Edwards Interest") underlying certain real property located in Sublette County, Wyoming described in the Oil and Gas Lease dated July 8, 1998 between Patti C. Edwards aka Patti Louise Covey Edwards and Loma Energy Corp. (the "Lease") attached hereto as Exhibit A; and

WHEREAS, High Mountain appears to hold the executive rights related to the Edwards Interest; and

WHEREAS, Edwards has entered into the Lease with Loma Energy Corp. and wishes High Mountain, as apparent owner of the executive rights related to the Edwards Interest, to ratify her action; and

WHEREAS, High Mountain, in exercising its duties to Edwards as the apparent holder of the executive rights related to the Edwards Interest, is willing to ratify the Lease attached as Exhibit A and wishes Edwards to acknowledge that such action satisfies High Mountain's present duties to Edwards with respect to the Edwards Interest;

NOW, THEREFORE, in consideration of the terms contained herein, IT IS AGREED as follows:

1. As apparent executive right holder but without warranting that Edwards is the owner of the Edwards Interest, High Mountain hereby ratifies and confirms the Lease attached as Exhibit A.

270217

RECORDED Nov. 10 1998 M 8:30 A
IN BOOK 109 O+G PAGE 502
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sorsten

[redacted] [redacted] [redacted]

2. Edwards acknowledges that High Mountain's actions of ratification and lease effected hereby satisfies High Mountain's present duties as holder of the executive rights with respect to the Edwards Interest.

3. Any and all bonuses, rentals, and royalties due under the Lease shall be paid by Loma Energy Corp., its successors and assigns, directly to Edwards, and High Mountain shall have no responsibility to oversee, account for, or approve the amount or method of any such payments.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement, with exhibit, constitutes the entire agreement of the parties hereto relating to the subject matter hereof and may not be amended, altered, or modified, except by a writing executed by a duly authorized representative of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with Wyoming law.

HIGH MOUNTAIN RANCHES, INC.,
a Wyoming Corporation,

By: _____
Its: President

PATTI LOUISE COVEY EDWARDS

Patti Louise Covey Edwards

STATE OF CT)
) :ss
COUNTY OF Fairfield)

On this 24 day of September, 1998, before me personally appeared Leon Hirsch known to me to be that person and who, being duly sworn upon his oath, acknowledged that he is the President of High Mountain Ranches, Inc., a corporation which is a party to the foregoing agreement and which executed the foregoing agreement, and acknowledged to me that such corporation executed the same.

Notary Public
Residing in Stamford, CT.

My Commission Expires:

8/31/99

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

STATE OF UTAH)
) :ss.
COUNTY OF Salt Lake)

On this 8th day of September, 1998, personally appeared before me PATTI LOUISE COVERY EDWARDS, an individual who is a party to the foregoing agreement, who duly acknowledged to me that she executed the same.

Notary Public
Residing in Salt Lake County

My Commission Expires:

10/1/99

NOTARY PUBLIC
KRISTIN HUGHES
136 South Main #1000
Salt Lake City, Utah 84101
My Commission Expires
October 1, 1999
STATE OF UTAH

[redacted] [redacted] [redacted]

Exhibit "A"

Producers 88--TK
Montana 1975--ST
Rev 3-88 & 1-90

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of July 8, 1998, by and between
Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her sole and separate property
2161 North, 1400 East
Provo, Utah 84604

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 PM
Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½SW¼, NW¼SE¼
Section 9: SW¼NW¼, N½SW¼

Township 33 North, Range 114 West, 6th PM
Section 1: SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM
Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1,953.87 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 nine hundred fifty three and 87/100 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 Patti Louise Covey Edward

Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her sole and separate property

SS# 529-42-3934

ACKNOWLEDGEMENT

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On this 5 day of October, 1998, before me personally appeared before me PATTI LOUISE COVEY EDWARDS, an individual who duly acknowledged to me that she executed the foregoing instrument.

NOTARY PUBLIC
KRISTIN HUGHES
136 South Main #1000
Salt Lake City, Utah 84101
My Commission Expires
October 1, 1999
STATE OF UTAH

Notary Public
Residing in Salt Lake County

My Commision Expires:

10/1/99

[redacted] [redacted] [redacted]

Exhibit "A"

"ADDENDUM TO OIL AND GAS LEASE"

Attached to and made a part of that certain Oil and Gas Lease dated the 8th day of July, 1998, by and between Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her 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 fifteen per cent (15%).

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:

X Patti Louise Covey Edwards

Patti C. Edwards, aka Patti Louise Covey Edwards, a
married woman dealing in her sole and separate property

508

15.55

Producers 88—TK
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 July 8, 1998, by and between

C. Gordon Jewett, a married man dealing in his sole and separate property
North 6010 Malvern Road
Otis Orchards, Wa. 99027

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 PM

Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½S½, SE¼SE¼
Section 9: SW¼NW¼, N½SW¼
Section 15: W½W½
Section 17: E½NE¼

Township 33 North, Range 114 West, 6th PM

Section 1: SW¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM

Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 2,313.87 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 Two thousand three hundred thirteen and 87/100 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.

270218

RECORDED Nov. 10, 1998 8:30A M
IN BOOK 109 OIG PAGE 508
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

X C. Gordon Jewett

C. Gordon Jewett

SS# 529-84-6879

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WASHINGTON }
COUNTY OF Spokane } ss.

On this 18th day of ~~JULY~~ August, 19 98, before me personally appeared

C. Gordon Jewett, 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.

Notary Public

My commission expires:
12/17/00

Residing at Spokane

MICHAEL J. RUSSO NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-17-00

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 8th day of July, 1998, by and between C. Gordon Jewett, 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 fifteen per cent (15%).

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:

X C. Gordon Jewett

C. Gordon Jewett, a married man dealing in his sole and separate property

[redacted] [redacted] [redacted] 16.00

RATIFICATION AGREEMENT

This Ratification Agreement is made this 25 day of September, 1998 by and between High Mountain Ranches, Inc. ("High Mountain"), a Wyoming corporation, and C. Gordon Jewett ("Jewett"), an individual residing in Otis Orchards, Washington.

WHEREAS, Jewett asserts he is the owner of an undivided interest in the oil, gas, and mineral rights (the "Jewett Interest") underlying certain real property located in Sublette County, Wyoming described in the Oil and Gas Lease dated July 8, 1998 between C. Gordon Jewett and Loma Energy Corp. (the "Lease") attached hereto as Exhibit A; and

WHEREAS, High Mountain appears to hold the executive rights related to the Jewett Interest; and

WHEREAS, Jewett has entered into the Lease with Loma Energy Corp. and wishes High Mountain, as apparent owner of the executive rights related to the Jewett Interest, to ratify his action; and

WHEREAS, High Mountain, in exercising its duties to Jewett as the apparent holder of the executive rights related to the Jewett Interest, is willing to ratify the Lease attached as Exhibit A and wishes Jewett to acknowledge that such action satisfies High Mountain's present duties to Jewett with respect to the Jewett Interest;

NOW, THEREFORE, in consideration of the terms contained herein, IT IS AGREED as follows:

1. As apparent executive right holder but without warranting that Jewett is the owner of the Jewett Interest, High Mountain hereby ratifies and confirms the Lease attached as Exhibit A.

270218
270219

8:30A
RECORDED Nov. 10, 1998 M
IN BOOK 109 O+G PAGE 511
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

2. Jewett acknowledges that High Mountain's actions of ratification and lease effected hereby satisfies High Mountain's present duties as holder of the executive rights with respect to the Jewett Interest.

3. Any and all bonuses, rentals, and royalties due under the Lease shall be paid by Loma Energy Corp., its successors and assigns, directly to Jewett, and High Mountain shall have no responsibility to oversee, account for, or approve the amount or method of any such payments.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement, with exhibit, constitutes the entire agreement of the parties hereto relating to the subject matter hereof and may not be amended, altered, or modified, except by a writing executed by a duly authorized representative of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with Wyoming law.

HIGH MOUNTAIN RANCHES, INC.,
a Wyoming Corporation,

By: _____
Its: President

C. GORDON JEWETT

_____

STATE OF CT)
) :ss
COUNTY OF Fairfield)

On this 25 day of September, 1998, before me personally appeared Leon Hirsch known to me to be that person and who, being duly sworn upon his oath, acknowledged that he is the President of High Mountain Ranches, Inc., a corporation which is a party to the foregoing agreement and which executed the foregoing agreement, and acknowledged to me that such corporation executed the same.

Notary Public
Residing in Stamford CT

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

My Commission Expires:

9/31/99

STATE OF Washington)
) :ss.
COUNTY OF Spokane)

On this 8th day of ~~September~~ October, 1998, personally appeared before me C. GORDON JEWETT, an individual who is a party to the foregoing agreement, who duly acknowledged to me that he executed the same.

Debbie Wilson
Notary Public
Residing in Spokane Co

My Commission Expires:

11-11-00

DEBBIE WILSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
11-11-00

514

Exhibit "A"

Producers 88—TK
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 July 8, 1998, by and between

C. Gordon Jewett, a married man dealing in his sole and separate property
North 6010 Malvern Road
Otis Orchards, Wa. 99027

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 PM

Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½S½, SE¼SE¼
Section 9: SW¼NW¼, N½SW¼
Section 15: W½W½
Section 17: E½NE¼

Township 33 North, Range 114 West, 6th PM

Section 1: SW¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM

Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 2,313.87 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 Two thousand three hundred thirteen and 87/100 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 Lessee 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 Lessee. 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 C. Gordon Jewett

C. Gordon Jewett

SS# 529-84-6879

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WASHINGTON }
COUNTY OF Spokane } ss.

On this 18th day of ~~JULY~~ August 19 98, before me personally appeared

C. Gordon Jewett, 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.

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My commission expires:
12/17/00

Residing at Spokane

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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

515

Exhibit "A"

"ADDENDUM TO OIL AND GAS LEASE"

Attached to and made a part of that certain Oil and Gas Lease dated the 8th day of July, 1998, by and between C. Gordon Jewett, 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 fifteen per cent (15%).

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:

X C. Gordon Jewett

C. Gordon Jewett, a married man dealing in his sole and separate property

[redacted] [redacted] [redacted] 10.00

Producers 88—TK
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 July 8, 1998, by and between Roberta A. Jewett, a married woman dealing in her sole and separate property
5607 Alta Punta
El Cerrito, Ca. 94530

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 PM
Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½S½, SE¼SE¼
Section 9: SW¼NW¼, N½SW¼
Section 15: W½W½
Section 17: E½NE¼

Township 33 North, Range 114 West, 6th PM
Section 1: SW¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM
Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 2,313.87 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 Two thousand three hundred thirteen and 87/100 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.

8:30a

RECORDED Nov. 10 1998 M
IN BOOK 109 O+G PAGE 517
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

270220

X Roberta A. Jewett
Roberta A. Jewett, a married woman dealing in her sole and separate property

SS# 528-78-0315

517

330550

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ... CALIFORNIA ...
} ss.
COUNTY OF ... Sonoma ...

On this 14th day of ~~July~~ August 19 98, before me personally appeared

Roberta A. Jewett, a married woman dealing in her sole and separate property

proved to me to

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:

1/11/99

Residing at 925 Lakeville St #200 Petaluma, Ca 94952

OFFICIAL SEAL - 1049363
MANDY K. BELLOVICH
NOTARY PUBLIC - CALIF.
COUNTY OF MARIN
My Comm. Exp. Jan. 11, 1999

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

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 .....
} ss.
COUNTY OF .....

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"

Attached to and made a part of that certain Oil and Gas Lease dated the 8th day of July, 1998, by and between Roberta A. Jewett, a married woman dealing in her 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 this lease, it shall by this reference be amended to read fifteen per cent (15%).

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 purpose hereof, "continuously" shall mean that there shall be no more than one hundred twenty (120) days between the completion or abandonment of one well and the commencement of another.

SIGNED FOR IDENTIFICATION:

X Roberta A. Jewett

Roberta A. Jewett, a married woman dealing in her sole and separate property

520

16.00

RATIFICATION AGREEMENT

This Ratification Agreement is made this 25 day of September, 1998 by and between High Mountain Ranches, Inc. ("High Mountain"), a Wyoming corporation, and Roberta A. Jewett ("Jewett"), an individual residing in El Cerrito, California.

WHEREAS, Jewett asserts she is the owner of an undivided interest in the oil, gas, and mineral rights (the "Jewett Interest") underlying certain real property located in Sublette County, Wyoming described in the Oil and Gas Lease dated July 8, 1998 between Roberta A. Jewett and Loma Energy Corp. (the "Lease") attached hereto as Exhibit A; and

WHEREAS, High Mountain appears to hold the executive rights related to the Jewett Interest; and

WHEREAS, Jewett has entered into the Lease with Loma Energy Corp. and wishes High Mountain, as apparent owner of the executive rights related to the Jewett Interest, to ratify her action; and

WHEREAS, High Mountain, in exercising its duties to Jewett as the apparent holder of the executive rights related to the Jewett Interest, is willing to ratify the Lease attached as Exhibit A and wishes Jewett to acknowledge that such action satisfies High Mountain's present duties to Jewett with respect to the Jewett Interest;

NOW, THEREFORE, in consideration of the terms contained herein, IT IS AGREED as follows:

1. As apparent executive right holder but without warranting that Jewett is the owner of the Jewett Interest, High Mountain hereby ratifies and confirms the Lease attached as Exhibit A.

270221

RECORDED Nov. 10 1998 8:30 M
IN BOOK 109 PAGE 520
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

2. Jewett acknowledges that High Mountain's actions of ratification and lease effected hereby satisfies High Mountain's present duties as holder of the executive rights with respect to the Jewett Interest.

3. Any and all bonuses, rentals, and royalties due under the Lease shall be paid by Loma Energy Corp., its successors and assigns, directly to Jewett, and High Mountain shall have no responsibility to oversee, account for, or approve the amount or method of any such payments.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement, with exhibit, constitutes the entire agreement of the parties hereto relating to the subject matter hereof and may not be amended, altered, or modified, except by a writing executed by a duly authorized representative of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with Wyoming law.

HIGH MOUNTAIN RANCHES, INC.,
a Wyoming Corporation,

By: _____
Its: President

ROBERTA A. JEWETT

Roberta A Jewett

STATE OF CT)
) :ss
COUNTY OF Fairfield)

On this 25 day of September, 1998, before me personally appeared Leon Hirsch known to me to be that person and who, being duly sworn upon his oath, acknowledged that he is the President of High Mountain Ranches, Inc., a corporation which is a party to the foregoing agreement and which executed the foregoing agreement, and acknowledged to me that such corporation executed the same.

Notary Public
Residing in Stamford, CT

My Commission Expires:

8/31/99

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

STATE OF California)
) :ss.
COUNTY OF Contra Costa)

On this 12 day of ~~September~~ October, 1998, personally appeared before me ROBERTA A. JEWETT, an individual who is a party to the foregoing agreement, who duly acknowledged to me that she executed the same.

R. Brown
Notary Public
Residing in El Cerrito, CA

My Commission Expires:

August 26, 2001

R. BROWN
Comm. #1149285
Notary Public - California
Contra Costa County
My Comm. Exp. Aug. 26, 2001

[redacted] [redacted] [redacted]

Exhibit "A"

Producers 88—TK
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 July 8, 1998, by and between

Roberta A. Jewett, a married woman dealing in her sole and separate property
5607 Alta Punta
El Cerrito, Ca. 94530

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 PM

Section 5: SW¼, W½SE¼
Section 6: Lot 6, 7, E½SW¼, SE¼
Section 7: Lot 1, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 8: W½NE¼, SE¼NE¼, NW¼, N½S½, SE¼SE¼
Section 9: SW¼NW¼, N½SW¼
Section 15: W½W½
Section 17: E½NE¼

Township 33 North, Range 114 West, 6th PM

Section 1: SW¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼

Township 34 North, Range 114 West, 6th PM

Section 26: W½SW¼

See "ADDENDUM" attached hereto and made a part hereof.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 2,313.87 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 Two thousand three hundred thirteen and 87/100 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 Lessee 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 Roberta A. Jewett
Roberta A. Jewett, a married woman dealing in her sole and separate property

SS# 528-78-0315

523

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ... CALIFORNIA ...
COUNTY OF ... Sonoma ... } ss.

On this 14th day of ~~July~~ August 19 98, before me personally appeared

Roberta A. Jewett, a married woman dealing in her sole and separate property

proved to me to be

~~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.

Mandy K. Bellovich
Notary Public

My commission expires:
1/11/99

OFFICIAL SEAL - 1049363
MANDY K. BELLOVICH
NOTARY PUBLIC - CALIF.
COUNTY OF MARIN
My Comm. Exp. Jan. 11, 1999

Residing at 925 Lakeville St #200
Petaluma, Ca 94952

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"

"ADDENDUM"

Attached to and made a part of that certain Oil and Gas Lease dated the 8th day of July, 1998, by and between Roberta A. Jewett, a married woman dealing in her 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 this lease, it shall by this reference be amended to read fifteen per cent (15%).

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 purpose hereof, "continuously" shall mean that there shall be no more than one hundred twenty (120) days between the completion or abandonment of one well and the commencement of another.

SIGNED FOR IDENTIFICATION:

X Roberta A. Jewett

Roberta A. Jewett, a married woman dealing in her sole and separate property

WY-1088

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-113414

Lease Effective Date
(Anniversary Date)
10/1/88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO. 80234

*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 interest or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West, 6th PM Section 13: NE/4, N/4NW/4 Containing 200 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	7.5%

270433

SUBLETTE COUNTY, PINEDALE WYOMING
FEES $ 8.00 COUNTY CLERK
IN BOOK 102 PAGE 541
RECORDED November 13 19 98 10:30 AM

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved 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.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 20th day of October, 1998, before me, the undersigned authority, personally came and appeared **R.G "Jerry" Albertus as President of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 20th day of October 1998

Name of Assignor as shown on current lease ULTRA RESOURCES INC
Please type or print

Assignor By: [signature]
(Signature)

or
Attorney-in-fact By: R.G. "Jerry" Albertus
(Signature) President

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, CO 80112
(City) (State) Zip Code)

Executed this 25th day of October, 1998

LANCE OIL AND GAS COMPANY, INC

Assignee

or
Attorney-in-fact [signature]
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

528

WY-1150

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-143046

Lease Effective Date
(Anniversary Date)
10/1/97

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO. 80234

*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 interest 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 PM Section 4: Lots1,2, S/2NE/4, SE/4 Section 9: N/2NE/4, SW/4NE/4, NW/4SE/4, NE/4SE/4, SE/4NE/4 (Excluding 4 acres in RSVR ROW WYW-020645) Section 21: Lots 2,6,9, SW/4NW/4, NE/4SE/4, S/2SE/4, Lot 3, NW/4NW/4, (Excluding 3 acres in RSVR ROW WYW-020645 and RSVR ROW WYW-02438) Section 22: SW/4 Section 27: W/2NE/4, W/2, SE/4 Section 34: N/2, E/2SW/4, SE/4 Containing 2154.80 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	NONE

270434

RECORDED November 13 19 88 10:25 AM
IN BOOK 109 R+G PAGE 528
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Barbara Page

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 20th day of October, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

S Marks
Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 20th day of October 1998

Name of Assignor as shown on current lease ULTRA RESOURCES INC
Please type or print

Assignor By: R G Jerry Albertus
(Signature)

or
Attorney-in-fact By: R.G. "Jerry" Albertus
(Signature) President

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, CO 80112
(City) (State) Zip Code)

Executed this 29th day of October, 1998

LANCE OIL AND GAS COMPANY, INC

Assignee

or
Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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: 1996-774-004/41003

530

WY-1242

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-134449

Lease Effective Date
(Anniversary Date)
11/1/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO. 80234

*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 interest or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 36 North, Range 112 West, 6th PM Section 35: SW/4 Containing 160.00 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	Of Record

270435

RECORDED November 13 19 91 11:35 A M
IN BOOK 109 O+G PAGE 530
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pape

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 20th day of October, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

E. Marks
Notary Public

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires:

MY COMMISSION EXPIRES MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 20th day of October 1998

Name of Assignor as shown on current lease ULTRA RESOURCES INC
Please type or print

Assignor By: [signature]
(Signature)

or
Attorney-in-fact By: R.G. "Jerry" Albertus
(Signature) President

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, CO 80112
(City) (State) Zip Code)

Executed this 29th day of October, 1998

LANCE OIL AND GAS COMPANY, INC

Assignee

or
Attorney-in-fact [signature]
(Signature)

Ralph W. Pomfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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

532

WY-1172

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-088580

Lease Effective Date
(Anniversary Date)
11/1/84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LANCE OIL & GAS COMPANY, INC
Street 12200 N. Pecos Street
City, State, ZIP Code Denver, CO. 80234

*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 interest 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 PM Section 30: Lots 1-12 Section 31: Lots 1-12, E/2 Containing 1028.88 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	6.5%

270436

RECORDED November 13 1998 10:25AM
IN BOOK 109 R&P PAGE 532
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 20th day of October, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" **Albertus as President of Ultra Resources, Inc.,** to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 17, 2000

5403e

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the show 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 lea (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 .31 00 or 3200) mid 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. Assignees signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 20th day of October 1998

Name of Assignor as shown on current lease ULTRA RESOURCES INC
Please type or print

Assignor By: [signature]
(Signature)

or
Attorney-in-fact By: R.G. "Jerry" Albertus
(Signature) President

304 Inverness Way South, Suite 295
(Assignor's Address)

Englewood, CO 80112
(City) (State) Zip Code)

Executed this 29th day of October, 1998

LANCE OIL AND GAS COMPANY, INC

Assignee

or
Attorney-in-fact [signature]
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. 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: 1996-774-004/41003

534

EXTENSION OF LEASE TERM

WHEREAS, Enron Oil & Gas Company, is the owner and holder of an oil and gas lease insofar as it covers the following lands in Sublette County, State of Wyoming:

270536

9:30 A

RECORDED November 20 98 M
IN BOOK 109 O+G E 534
FEES $ 4.00 CLERK
SUBLETTE COUNTY WYOMING
By Becki Pape

Township 30 North, Range 112 West
Section 05: SW/4SW/4
Section 06: Lot 7, SE/4SW/4, S/2SE/4
Section 07: Lot 1, NE/4NW/4, NE/4NE/4

Township 30 North, Range 113 West
Section 01: S/2N/2, N/2S/2, SE/4SW/4, S/2SE/4
Section 02: Lot 1
Section 12: NE/4NE/4

Township 31 North, Range 113 West
Section 34: NE/4SE/4, S/2NE/4
Section 35: NW/4SW/4, SE/4SW/4, S/2SE/4

which lease is recorded in Book 100, Page 218, of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on December 10, 1998, and the hereinabove named owner of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollar ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of one (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules of 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.

IN WITNESS WHEREOF, this instrument is signed on this 5th day of November, 1998.

Gordon M. Mickelson

Margaret G. Mickelson

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 5th day of November, 1998, before me personally appeared Gordon M. Mickelson and Margaret G. Mickelson, individually and as husband and wife, to me known to be the persons 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 5th day of November, 1998.

My commission expires:

Jan 2. 2000

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

Notary Public for the State of Wyoming

residing at Marbleton, WY

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned, **Vean G. Noble, also known a Vean Gordon Noble, a single man, individually and as an heir of the Estate of Kenneth V. Noble Jr., also known as Kenneth Vance Noble Jr. deceased,** hereby ratify, adopt, and confirm in all respects an oil & gas lease dated _____, by and between **Dorothy A. Noble, a widow,** as lessor(s), and

Hanson & Strahn, Inc., as Lessee, covering all of that certain tract of land situated in the County of **Sublette**, State of **Wyoming**, described as follows:

Township 31 North, Range 113 West, 6th PM
Section 25: SW/4 NE/4, S/2 SE/4, NW/4 SE/4

Containing 160.0000 gross acres, more or less.

270537
RECORDED December 10 1998 9:30 A M
IN BOOK 169 A PAGE 535
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Kate Page

and do hereby grant, lease and let the land described in said lease unto the above named lessee, **Hanson & Strahn, Inc.**, its heirs, successors in interest, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to **Dorothy A. Noble, a widow,** (her) heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10 day of August, 1998.

Vean G. Noble

Vean G. Noble, also known a Vean Gordon Noble, a single man, individually and as an heir of the of Kenneth V. Noble Jr., also known as Kenneth Vance Noble Jr. deceased

ACKNOWLEDGMENTS

STATE OF Alaska)
) ss
COUNTY OF 3rd Judicial District)

On Aug. 10, 1998, before me personally appeared, **Vean G. Noble, also known a Vean Gordon Noble, a single man, individually and as an heir of the Estate of Kenneth V. Noble Jr., also known as Kenneth Vance Noble Jr. deceased,** to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal THIS 10th DAY OF August, 1998.

My commission expires: 6-2-99

Leigh Kadah
NOTARY PUBLIC

Residing at - Kenai, Alaska

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned, , **Susan G. Hungate, also known as Susan Grace Hungate, a married woman dealing in her sole and separate property, individually and as an heir of the Estate of Kenneth V. Noble Jr., also known as Kenneth Vance Noble Jr. deceased,** hereby ratify, adopt, and confirm in all respects an oil & gas lease dated _____, by and between **Dorothy A. Noble, a widow,** as lessor(s), and **Hanson & Strahn, Inc.**, as Lessee, covering all of that certain tract of land situated in the County of **Sublette**, State of **Wyoming**, described as follows:

270535
9:31 A
RECORDED November 20 1998 M
IN BOOK 189 & 6 PAGE 536
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

Township 31 North, Range 113 West, 6th PM
Section 25: SW/4 NE/4, S/2 SE/4, NW/4 SE/4

Containing 160.0000 gross acres, more or less.

and do hereby grant, lease and let the land described in said lease unto the above named lessee, **Hanson & Strahn, Inc.**, its heirs, successors in interest, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to **Dorothy A. Noble, a widow,** (her) heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 27th day of July, 1998.

Susan G. Hungate

Susan G. Hungate, also known as Susan Grace Hungate,
a married woman dealing in her sole and separate property,
individually and as an heir of the Estate of Kenneth V. Noble Jr.,
also known as Kenneth Vance Noble Jr. deceased

ACKNOWLEDGMENTS

STATE OF Idaho }
} ss
COUNTY OF Bannock }

On 7-27-, 1998, before me personally appeared, **Susan G. Hungate, also known as Susan Grace Hungate, a married woman dealing in her sole and separate property, individually and as an heir of the Estate of Kenneth V. Noble Jr., also known as Kenneth Vance Noble Jr. deceased,** to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal THIS 27 DAY OF July, 1998.

My commission expires: 7-21-99

CLAUDIA ALLEN NOTARY PUBLIC

Claudia Allen
NOTARY PUBLIC

Residing at - Pocatello Idaho

[redacted] [redacted] [redacted]

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned John M. Muir, also known as John Mark Muir, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 31st day of March, 1998, between Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased, as lessor s, and Hanson & Strahn, Inc., as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/4SE1/4
Section 36: W1/2

270539

RECORDED November 20 19 98 9:30A M
IN BOOK 109 O&G PAGE 537
FEES $ 8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pope

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to

_____

_____ heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 1998.

John M. Muir, also known as John Mark Muir

ACKNOWLEDGMENTS

STATE OF Colorado }
COUNTY OF Jefferson } SS.

(INDIVIDUAL) (Wyoming)

On this 28th day of May, 1998, before me personally appeared John M. Muir, also known as John Mark Muir

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 28th day of May, 1998

My commission expires: 1-22-02

Rhea D. McCloskey
NOTARY PUBLIC.

Residing at Lakewood Colorado

STATE OF _____ }
COUNTY OF _____ } SS.

(INDIVIDUAL) (Montana, Colorado, North Dakota, South Dakota)

On this _____ day of _____, in the year 19____, before me, _____, a Notary Public, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

No. _____

RATIFICATION OF OIL AND GAS LEASE

FROM

TO

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

County Clerk.

By _____, Deputy

When recorded return to

STATE OF _____ }
COUNTY OF _____ } SS.

(CORPORATE) (Wyoming, Montana, Colorado, North Dakota, South Dakota)

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 (or Secretary) of _____

_____,

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

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

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned David N. Muir

, do

hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 31st day of March

19 98, between Jane E. Muir, a widow, individually and as an heir of the Estate of

John P. Muir, deceased

as leisor s, and Hanson & Strahn, Inc.

as lessee, covering all of that certain tract of land situate in the county of Sublette

State of Wyoming, described as follows:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/4SE1/4
Section 36: W1/2

270540

RECORDED November 20 19 98 9:30A M
IN BOOK 109 o-6 PAGE 539
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Lake Payne

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to

heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 19 day of May, 1998.

David N. Muir

ACKNOWLEDGMENTS

STATE OF _____ } SS.
COUNTY OF _____

(INDIVIDUAL) (Wyoming)

On this _____ day of _____, 19 98, before me personally appeared David N. Muir

_____,

to me known to be the person___ described in, and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same as ___his___ free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 19th day of MAY, 19 98

My commission expires: April 10, 2002

CATHY FINNELL NOTARY PUBLIC STATE OF COLORADO

Cathy Finnell
NOTARY PUBLIC.

Residing at 215 Union Blvd
Lakewood, CO 80228

STATE OF _____ } SS.
COUNTY OF _____

(INDIVIDUAL) (Montana, Colorado, North Dakota, South Dakota)

On this _____ day of _____, in the year 19____, before me, _____, a Notary Public,

personally appeared _____

known to me to be the person___ whose name_____ subscribed to the within instrument, and acknowledged to me that_____ executed the same.

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

RATIFICATION OF OIL AND GAS LEASE

No.____

FROM

TO

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

By ____, Deputy
County Clerk.

When recorded return to

STATE OF _____ } SS.
COUNTY OF _____

(CORPORATE) (Wyoming, Montana, Colorado, North Dakota, South Dakota)

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 (or Secretary) of _____

_____,

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

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

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Susan J. Bertz

_____

_____, do

hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 31st day of March, 19 98, between Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased,

as lessor s, and Hanson & Strahn, Inc.,

as lessee, covering all of that certain tract of land situate in the county of Sublette,

State of Wyoming, described as follows:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/4SE1/4
Section 36: W1/2

270541

RECORDED November 20 1998 9:30A M
IN BOOK 109 O+G PAGE 541
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pope

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to

_____

_____heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21 day of May, 19 98.

Susan J. Bertz

Susan J. Bertz

_____

_____

_____

ACKNOWLEDGMENTS

STATE OF ~~Texas~~ TEXAS }
COUNTY OF Bexar } SS.

(INDIVIDUAL) (Wyoming)

On this 4th day of JUNE, 1998, before me personally appeared Susan J. Bartz

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that She executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 4th day of JUNE, 1998

Denisha S Kratz
NOTARY PUBLIC.

My commission expires: _____

Residing at SAN ANTONIO, TEXAS

DENISHA S. KRATZ
Notary Public, State of Texas
My Comm. Exp. 05/21/02

STATE OF _____ }
COUNTY OF _____ } SS.

(INDIVIDUAL) (Montana, Colorado, North Dakota, South Dakota)

On this _____ day of _____, in the year 19____, before me, _____, a Notary Public, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

No _____

RATIFICATION OF OIL AND GAS LEASE

FROM 5024

TO

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

_____
County Clerk.

By _____, Deputy

When recorded return to

STATE OF _____ }
COUNTY OF _____ } SS.

(CORPORATE) (Wyoming, Montana, Colorado, North Dakota, South Dakota)

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 (or Secretary) of _____

_____,

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

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

My commission expires: _____

_____
NOTARY PUBLIC.

Residing at _____

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

270542

RECORDED November 20 1998 M
IN BOOK 109 PAGE 543
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIS AGREEMENT, made and entered into this 31st day of March 1998 by and between

Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased

of 5775 South Kline, #126, Littleton, CO 80127, hereinafter called lessor (whether one or more), and

Hanson & Strahn, Inc., of 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: INITIAL

See Exhibits "A" & "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 760.00 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) years from this date~~ five (5) years from December 29, 1998 (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 Norwest Bank Colorado, N.A. Denver Bank, at P.O. Box 5247, Denver, CO 80274 (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 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 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.

X _____

Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased

SS # 503-16-9348

STATE OF Colorado }
COUNTY OF Denver } ss.

INDIVIDUAL

On this 19th day of May, 19 98, before me personally appeared Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased

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

Given under my hand and seal this 19th day of May, 19 98.

My commission expires:
My Commission Expires 03/05/2002

Diana B. Trujillo
Notary Public for the State of Colorado.
residing at Denver.

DIANA B. TRUJILLO NOTARY PUBLIC STATE OF COLORADO

STATE OF _____ }
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] [redacted] [redacted]

EXHIBIT "A"
DEFERRED BONUS AGREEMENT FOR TOP LEASE

THIS AGREEMENT is made as of this 31st day of March, 1998, 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 March 31, 1998, 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: Jane E. Muir, a widow, individually and as heir to John P. Muir, deceased
LESSEE: Contex Energy Company
DATED: December 29, 1993, and recorded in Book 96, page 227 of the Sublette County records

WHEREAS, in consideration for the Top Lease, the undersigned Lessor has been paid $554.17 by check or draft, which represents 25% of the total bonus payable to the undersigned Lessor if the Prior Lease did not exist;

WHEREAS, the 75% balance of the total bonus and all the paid-up rentals, in the amount of $1,662.50, 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.

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:

x _____
Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased

LESSEE:

By _____
Marc Randal Strahn, President

No Attest Required

EXHIBIT "B"

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated March 31, 1998, by and between Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased, Lessor, and Hanson & Strahn, Inc., Lessee.

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW1/4SW1/4
Section 25: W1/2
Section 26: NE1/4NE1/4
Section 35: NE1/2SE1/4
Section 36: W1/2
Sublette County, Wyoming

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 29th day of December, 2003, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of fifty and 00/100 ($50.00) dollars per net mineral acre covered by this lease, on or before the expiration date of the first primary term of this lease.

Signed for Identification:

X _____
Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP
OIL AND GAS LEASE

RECORDED November 20 1998 M 9:30A
IN BOOK 109 at 6 PAGE 547
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Sharon Hope

270543

THIS AGREEMENT, made and entered into this 6th day of April 1998 by and between Enger S. Lundershausen, also known as Inger K. Lundershausen, a married woman dealing in her sole and separate property

of 1455 East 1710 South, St. George, UT 84790, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., of 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:

INITIAL HERE

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 990.29 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)~~ 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, at _____ (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, telelex, 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.

Inger K. Lundershausen

Enger S. Lundershausen, also known as
Inger K. Lundershausen

SS# 520-52-8231

STATE OF Utah
} ss.
COUNTY OF Washington

INDIVIDUAL

On this ____ day of ____, 19 98, before me personally appeared Enger S. Lundershausen, also known as Inger K. Lundershausen, a married woman dealing in her sole and separate property
to me known to be the person ____ described in, and who executed the foregoing instrument, and who acknowledged to me that ____ She ____ executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 11 day of May, 1998.

My commission expires: 8-17-00

Notary Public for the State of Utah
residing at St. George

TERRI NORTON
Notary Public
STATE OF UTAH
My Comm. Exp. Aug 17, 2000
196 Bluff St., St. George, UT 84770

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] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated April 6, 1998, by and between Enger S. Lundershausen, also known as Inger K. Lundershausen, a married woman dealing in her sole and separate property, as Lessor, and Hanson & Strahn, Inc., as Lessee.

Township 31 North, Range 113 West, 6th P.M.
Section 15: S1/2S1/2
Section 21: E1/2NE1/4
Section 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4
Township 32 North, Range 114 West, 6th P.M.
Section 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 30: S1/2SE1/4
Section 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4

20. Lessee agrees that Lessor shall not bear any "on Lease" transportation or processing costs.

21. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil, gas operations, Lessee shall consult with surface owner as to the direction and placement of same. Lessee shall also consult with surface owner as to the location of any well or wells, pipelines, tank batteries, fences or installation of other equipment on the leased premises before installing same.

22. 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) royalty.

Signed for Identification:

x Enger L. Lundershausen
Enger S. Lundershausen, also known as
Inger K. Lundershausen

PRODUCERS 88--PAID UP
Rev. 5-60, No. 2--4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of February 19 98, by and between

Elvin L. Booth and Jacqueline M. Booth, husband and wife

whose post office address is 3100 Glacier, Casper, Wyoming 82604, 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 35 North, Range 113 West, 6th P.M.
Section 34: NE¼
Section 35: NW¼

RECORDED November 20 1998 M 9:30 A
IN BOOK 109 A+L PAGE 550
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

270544

See "ADDENDUM" to Oil and Gas Lease attached hereto and by this reference made a part hereof.

and containing 320.00 acres, more or less.

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

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

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

X Elvin L. Booth
Elvin L. Booth

SS# 520-36-6385

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

On this 20th day of February 1998, before me personally appeared

Elvin L. Booth and Jacqueline M. Booth, 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.

Samantha L. Patterson
Notary Public

My commission expires:
1-14-2002

NOTARY PUBLIC
SAMANTHA L. PATTERSON
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Jan 14, 2002

Residing at Mineral Bank Wyoming N.A.

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.

S40299
.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

"ADDENDUM"

OPTION AGREEMENT

Attached to and made a part of that certain Oil and Gas Lease dated February 16, 1998, by and between Elvin L. Booth and Jacqueline M. Booth, husband and wife,

Lessor(s), and Loma Energy Corp., Lessee.

Lessor hereby grants unto Lessee an option to extend the five-year primary term of this lease for an additional period of three-years at the same terms and conditions as hereinabove set out. Such option shall be exercisable by Lessee, by paying or tendering to Lessor prior to the expiration of the fifth year of the primary term an amount equal to $50.00 per net mineral acre then covered by this lease, which amount shall cover and include any and all delay rental payments due under the term of said lease as extended hereunder. Payment or tender of said amount may be made in the same manner as hereinabove provided for payment for the original five-year primary term.

Signed for Identification:

X _____
Elvin L. Booth

X _____
Jacqueline M. Booth

[redacted] [redacted] [redacted]

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

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 16, 1998, from Elvin L. Booth and Jacqueline M. Booth, husband and wife, as Lessors, to Loma Energy Corp., as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Loma Energy Corp. in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 113 West, 6th PM
Section 34: NE¼
Section 35: NW¼

270545

RECORDED November 20 1998 9:30 A M
IN BOOK 1090-6 PAGE 553
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Hope

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Elvin L. Booth as President of E.J. Estates, Inc. and Jacqueline M. Booth as Secretary of E.J. Estates, Inc.

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 Loma Energy 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
Elvin L. Booth and Jacqueline M. Booth, husbabd and wife 3100 Glacier Casper, Wy. 82604		$160.00 paid-up
E.J. Estates, Inc. 3100 Glacier Casper, Wy. 82604		-0-

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 20th day of May 1998

E.J. Estates, Inc.
By: X Jacqueline M Booth
Jacqueline M. Booth, Secretary

E.J. Estates, Inc.
By: Elvin L Booth (SEAL)
Elvin L. Booth, President

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of May, 1996, personally appeared Elvin L. Booth and Jacqueline M. Booth

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 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 12-2-97 Wendee Tobin
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires _____
Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

330292

No. _____

FROM _____

TO _____

Dated _____, 19____

No. Acres _____

_____ County

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

Producers 88—TK
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 April 1, 19 98, by and between

Robert Ralph Parks, Jr., a married man dealing in his sole and separate property
C/O The Beacon Group
399 Park Ave., 17th floor
New York, New York 10022

RECORDED November 20 1998 M
IN BOOK 109 Misc PAGE 555
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Kathy Pope

270548

hereinafter called Lessor,

and Loma Energy Corp.
PO 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 34 North, Range 113 West, 6th P.M.
Section 5: Lot 3, 4, SW¼NW¼
Section 6: Lot 1, 2, SW¼NE¼

Township 35 North, Range 113 West, 6th P.M.
Section 30: SE¼SE¼
Section 31: E½, SE¼NW¼, NE¼SW¼
Section 32: SW¼, NW¼SE¼

Wherever the term one-eighth (1/8th) appears in this lease, it shall by this reference be amended to read fifteen percent (15%).

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 875.20 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 TO LESSOR 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 *********Eight hundred seventy five and 20/100********

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF New York }
COUNTY OF New York } ss.

On this ..... day of APRIL ..... 19 98 ....., before me personally appeared

Robert Ralph Parks, Jr., 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.

..... Notary Public

My commission expires:

January 30, 1999

Residing at 129 East 82nd St
New York NY
10028



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

5502[illegible]

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of March, 19 98, by and between

Janice R. Luhn, a widow

whose post office address is 104 Chanticleer Lane, Hinsdale, Illinois 60521, hereinafter called Lessor (whether one or more) and

Loma Energy Corp., whose post office address is P.O. 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 34 North, Range 113 West, 6th P.M.
Section 1: Lot 3, 4, S½NW¼
Section 2: Lot 1, 2, S½NE¼

270547

RECORDED November 20 1998 M 9.30A
IN BOOK 109 O+G PAGE 557
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pape

See "ADDENDUM" attached hereto and by this reference made a part hereof.

and containing 315.13 acres, more or less. /five (5)

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate 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 Janice R Luhn
Janice R. Luhn, a widow

SS# 320-40-8985

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Arizona }
COUNTY OF Pima } ss.

On this 23rd day of March 19 98, before me personally appeared

Janice R. Luhn, a widow

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.

Pamela D. Lodefink
Notary Public

My commission expires:
June 10, 1998

Residing at 7320 N. LaCholla #154
Tucson AZ 85741

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pima
PAMELA D. LODEFINK
My Commission Expires June 10, 2001

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"

OPTION AGREEMENT

Attached to and made a part of that certain Oil and Gas Lease dated March 1, 1998, by and between Janice R. Luhn, a widow,

Lessor(s), and Loma Energy Corp., Lessee.

Lessor hereby grants unto Lessee an option to extend the five-year primary term of this lease for an additional period of three-years at the same terms and conditions as hereinabove set out. Such option shall be exercisable by Lessee, by paying or tendering to Lessor prior to the expiration of the fifth year of the primary term an amount equal to $50.00 per net mineral acre then covered by this lease, which amount shall cover and include any and all delay rental payments due under the term of said lease as extended hereunder. Payment or tender of said amount may be made in the same manner as hereinabove provided for payment for the original five-year primary term.

Signed for Identification:

X Janice R Luhn

Janice R. Luhn, a widow

X

NWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of October, 1998, by and between Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust, of 1349 Sage Court, Rock Springs, WY 82901 hereinafter called lessor (whether one or more) and McMurry Oil Company, of P.O. Box 220, Casper, WY 82602-0220 hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and more ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.
Section 27: SW/4SW/4
Section 28: NW/4SE/4
Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4

270548

RECORDED November 20 1998 M 11:19
IN BOOK 189 Adv PAGE 560
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Pape

Notwithstanding any provisions contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). K2Q' K.G.A.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 15th day of October, 1999, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the American National Bank at P.O. Box 1770, Rock Springs, WY 82902-1770 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed 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 as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. 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.

Compliance [redacted] or hereafter existing act, bill or statute purporting [redacted] ted by any Federal or State legislative authority, or [redacted] orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)	(X) Karen G Arambel (SEAL)
_____ (SEAL)	Karen G. Arambel, individually and as Trustee (SEAL)
_____ (SEAL)	of the Karen G. Arambel Trust (SEAL)
_____ (SEAL)	SSN: 520-34-8699 (SEAL)

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of October, 19 98, personally appeared Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires March 5, 1999 Klona A. Halter
Notary Public

KLONA A. HALTER - NOTARY PUBLIC
State of Wyoming
County of Sweetwater
My Commission Expires March 5, 1999

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 _____ 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

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ } SS.
COUNTY OF _____

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

_____
County Clerk—Register of Deeds

By _____
Deputy.

When Recorded Return to:
MINERAL LAND SERVICES
P.O. Box 1223
Glenwood Springs, CO 81602

STATE OF _____ } SS.
COUNTY OF _____

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

562

WWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of October, 19 98

by and between Ann Marie Gaviotis, a widow

of P.O. Box 11057, Jackson, Wyoming 83002, hereinafter called lessor (whether one or more) and

of McMurry Oil Company
P.O. Box 220, Casper, Wyoming 82602-0220 hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and more ($10.00)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

RECORDED November 10 1998 M
IN BOOK 109 0V6 PAGE 562 10:10 A
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Kate Pope

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.
Section 27: SW/4SW/4
Section 28: NW/4SE/4
Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4

270549

Notwithstanding any provisions contained herein to the contrary, wherever the fraction "one-eighth" (1/8) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6). A.M.G. A.M.G.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years From April 30, 1999, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 27th day of October, 19 99, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank - West Branch Bank at P.O. Box 1788, 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 or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed 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 as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns [redacted] described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the [redacted] the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. 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.

[redacted] [redacted] [redacted]

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(X) Ann Marie Gaviotis (SEAL)

Ann Marie Gaviotis (SEAL)

SSN: 520-28-5404 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

K WALKER - NOTARY PUBLIC
County of LINCOLN State of Wyoming
My Commission Expires Dec 29, 2000

STATE OF WYOMING } SS.
COUNTY OF TETON

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24 day of NOVEMBER, 19 98, personally appeared Ann Marie Gaviotis, 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 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 11-29-00

K L Walker
Notary Public

STATE OF } SS.
COUNTY OF

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires ____

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ____, 19____

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

County ____

No. of acres ____ Term ____

STATE OF ____ } SS.
COUNTY OF ____

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

County Clerk—Register of Deeds

By ____ Deputy.

When Recorded Return to:

MINERAL LAND SERVICES
P.O. Box 1223
Glenwood Springs, CO 81602

530283

STATE OF ____ } SS.
COUNTY OF ____

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

564

NWWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of October, 19 98
by and between Rosemary Abriani and Felix G. Abriani, wife and husband,

of 838 Garnet, Kemmerer, Wyoming 83101, hereinafter called lessor (whether one or more) and
McMurry Oil Company
of P.O. Box 220, Casper, Wyoming 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and more ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

RECORDED November 30 19 98 at
IN BOOK 109 O+G PAGE 564 10:10A
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.
Section 27: SW/4SW/4
Section 28: NW/4SE/4
Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 270550

Notwithstanding any provisions contained herein to the contrary, wherever the fraction "one-eighth" (1/8) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6). S.G.R.A. F.G.A.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 27th day of October, 19 99, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at P.O. Box 880, Rock Springs, WY 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed 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 as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. 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.

[redacted] [redacted] [redacted]

[redacted] Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL)
(X) Rosemary Abriani (SEAL)
Rosemary Abriani (SEAL)
SSN: 520-28-5405 (SEAL)

(SEAL)
(X) Felix G. Abriani (SEAL)
Felix G. Abriani (SEAL)
SSN: 520-20-6455 (SEAL)

STATE OF WYOMING } SS.
COUNTY OF LINCOLN }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30TH day of OCTOBER, 19 98, personally appeared Rosemary Abriani and Felix G. Abriani, wife and husband, 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 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 11-16-99

Stacy A. Werner
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

Stacy A. Werner
Notary Public

STATE OF
COUNTY OF

Arizona, Colorado, Idaho, Kansas, Montana
Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF } SS.
COUNTY OF }

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

County Clerk—Register of Deeds

By
Deputy.

When Recorded Return to: MINERAL LAND SERVICES
P.O. Box 1223
Glenwood Springs, CO 81602

550220

STATE OF } SS.
COUNTY OF }

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

566

WY-010-00073-00

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 92-00412 **Assignment Approval Date** _____

ASSIGNOR, with name and address at, SNYDER OIL CORPORATION
1625 Broadway, Suite 2200
Denver, Colorado 80202

being the owner of 100.00 percent Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 108 West, 6th P.M.
Section 36: NW¼, from surface to base of Mesaverde formation
Sublette County, Wyoming
Comprising 160.00 acres, more or less

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

Fifty (50.00%) percent interest ~~in the total leasehold, or~~ as described in particular above.

* Snyder Oil Corporation also assigns all of its rights, title and interest in the borehole of the Jonah State #3-36 Well.

Subject to that letter agreement dated 8/24/98 by and between McMurry Oil Company and Snyder Oil Company.

2) ASSIGNEE, with name and address at:

n/a

percent interest in the total leasehold, or as described in particular above.

270559
RECORDED November 20 1998 M 12:10P
IN BOOK 109 M-6 PAGE 566
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barb Pape

3) ASSIGNEE, with name and address at:

n/a

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

n/a

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

n/a

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 50.00%.

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 canceled 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 1 of 1 of Lease # 92-00412 assignment dated August 28, 1998

H:\MYDOCS\DOCFORM\ML2.DOC

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 28th day of August 19 98 .

ASSIGNOR -	Assignee (1) - McMurry Oil Company
By – Timothy R. Morris	By -
Title - Attorney-in-Fact	Title - John Martin, President
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 COLORADO)
)§
CITY & COUNTY OF DENVER)

BEFORE ME, the undersigned authority, on this day personally appeared Timothy R. Morris, Attorney-in-Fact, of Snyder Oil Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of August, 1998.

(Seal)

NOTARY PUBLIC, STATE OF COLORADO

M. Scott Homsher

MY COMMISSION EXPIRES: April 12, 2000

1625 Broadway, Suite 2200, Denver, CO 80202

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of October, 1998, by John Martin, President of McMurry Oil Company , a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 2/23/2002

H:\MYDOCS\DOC\920411.DOC

568

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-125952

wy-06-00019-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 29 North, Range 109 West, 6th P.M. Section 24: SW¼NE¼ from surface to base of Mesaverde formation	100.00%	100.00%	-0-	-0-	7.5%
Section 24: N½NE¼, SE¼NE¼ from surface to base of Mesaverde formation	100.00%	50.00% of 100.00%	50.00% of 100.00%	-0-	7.5%

Snyder Oil Corporation hereby assigns all of its before payout rights, title and interest in the well and equipment for the Corona Unit #7-24 well to McMurry Oil Company.

All in Sublette County, Wyoming

This Assignment is subject to the Corona Unit and to the Unit Agreement, Unit Operating Agreement, and Agent Operator Agreement for said unit.

270560

RECORDED November 20 19 98 12:10 P M
IN BOOK 109 P & G PAGE 568
FEES $ 10.00 Mary L Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Barbara Pape

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.

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared TIMOTHY R. MORRIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of August, 1998.

Notary Public

(SEAL)
My Commission Expires: May 5, 2002

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 13th day of August, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 13th day of August 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____
John Martin, President

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.

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

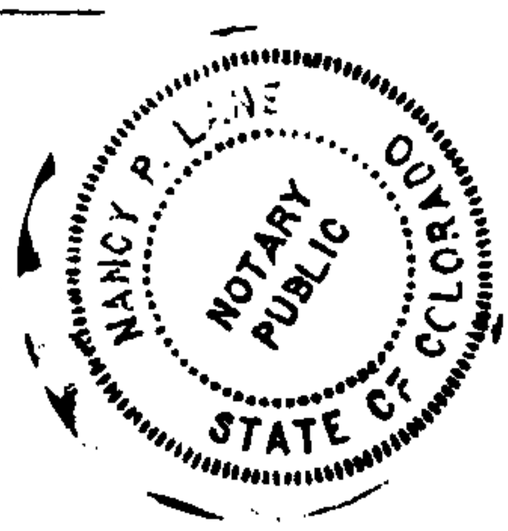
The foregoing instrument was acknowledged before me this 20th day of Oct., 1998, by John Martin, President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Nancy P. Lowe
Notary Public

SEAL

My commission expires: 2/23/2002



CERTIFICATE OF EFFECTIVENESS
AFFIDAVIT

270661

RECORDED December 1 1998 8:25AM
IN BOOK 109 O&G PAGE 571
FEES $208.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Paul S. Conner, of lawful age, being first duly sworn, deposes and says the following:

That he, Paul S. Conner, is President of UnitSource Incorporated, 11184 Huron Street, Suite 16, Northglenn, Colorado 80234; that he is Agent for Enron Oil & Gas Company and that he hereby certifies that the **Burly (Mesaverde) Unit Area**, Sublette County, Wyoming, became effective on November 1, 1998, at 7:00am.

This Unit Area covers the following described lands:

Township 28 North, Range 113 West, 6th P.M.
That part of Resurvey Tract 39 lying in the SE/4SE/4
of Section 18, and the NE/4NE/4 of Section 19.
Section 18: Lot 18, SW/4SE/4
Section 19: Lot 5, W/2NE/4, SE/4NE/4, SE/4
Section 20: W/2SW/4
Section 29: W/2NW/4
Section 30: NE/4NE/4

Containing 599.61 acres, more or less

This Affidavit is made and recorded pursuant to, and as required by the provisions of the **Burly (Mesaverde) Unit Agreement** pertaining to the lands described above.

The aforementioned Unit Agreement has been approved by the Wyoming Oil and Gas Conservation Commission and the Bureau of Land Management, Cause #2, Order #2, Docket #333-98.

Further Affiant sayeth not.

Dated this 17th day of November, 1998.

Paul S. Conner

Subscribed and sworn to before me this 17th day of November, 1998, by Paul S. Conner

My Commission Expires

4-15-2000

Robert M. Zsidisin, Notary Public

ROBERT M. ZSIDISIN NOTARY PUBLIC STATE OF COLORADO

Address: 11184 Huron Street, Suite 16
Northglenn, Colorado 80234

572

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Casper District Office - Wyoming Reservoir Management Group
1701 East E Street
Casper, Wyoming 82601-2167

3180
Burly
WYW146018X

OCT 30 1998

Enron Oil & Gas Company
c/o UnitSource, Inc.
11184 Huron Street, Suite 16
Northglenn, CO 80234

Gentlemen:

The Burly (Mesaverde) Unit Agreement, Sublette County, Wyoming was approved effective as of November 1, 1998. This agreement is designated no. WYW146018X.

It is our understanding that you will provide written assurance that no additional wells will be completed in the Mesaverde formation in the hanging wall block of the Forgarty Canyon thurst fault.

Your nationwide oil and gas bond, No. JP 0923 (BLM Bond No. NM2308) will be used to cover operations for those unit wells completed in Federal mineral estate. The Wyoming Oil and Gas Conservation Commission should be contacted concerning continued bond coverage on the unit wells completed in non-Federal mineral estate.

Enclosed is one copy of the approved unit agreement for your records. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

We request that you furnish the State of Wyoming and all other interested principals with appropriate evidence of this approval.

Please refer any questions on this matter to Sherry Taylor, Land Law Examiner, at (307) 261-7636.

Sincerely,

Asghar Shariff
Chief, Reservoir Management Group

Enclosure
Approved Unit Agreement

cc: Wyoming Oil and Gas Conservation Commission w/exhibit A
Wyoming State Land and Investments Office

3181
(3181.1)
Burly
WYW146018X

OCT 30 1998

Memorandum

To: State Director (921)

From: Chief, Reservoir Management Group

Subject: Burly (Mesaverde) Unit Agreement,
Sublette County, Wyoming,
Enron Oil & Gas Company - Unit Operator;

This agreement has been designated No. WYW146018X and is effective as of November 1, 1998. A copy of the agreement is attached.

The basic information is as follows:

1. The unit area was designated for secondary recovery purposes under the unit plan regulations of December 22, 1950, by Bureau letter of October 29, 1998.

2. Only the Mesaverde Formation as defined in Section 4 is unitized.

3. The unit area embraces 599.61 acres more or less of which 567.50 acres (94.64 percent) are Federal lands and 32.11 acres (5.36 percent) are patented lands.

The following Federal leases embrace lands included within the unit area.

Evanston

022261* 023328* 023768* 023969*

Wyoming

01495* 48906

*Indicates lease to be considered for segregation by the Bureau of Land Management pursuant to Section 18(g) of the unit agreement and Public Law 86-705.

We recommend the portion within the unit area of all leases eligible for segregation retain the present lease number except lease WYW01495.

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

All lands and interests are fully committed by Wyoming State Order Docket No. 333-98, dated October 30, 1998.

In view of the foregoing commitment status, effective control of operation within the unit area is assured. We are of the opinion that the agreement is necessary and advisable in the public interest and for the purpose of most properly conserving natural resources.

/S/ASGHAR SHARIFF

Attachment
Copy of Approval Letter

cc: Operator
Wyoming State Office of Lands and Investments
Wyoming Oil and Gas Conservation Commission

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181, et seq., and delegated to the Bureau of Land Management, by Executive Order of the Secretary of the Interior, I do hereby:

A. Approve the attached agreement for the development and operation of the ***Burly (Mesaverde) Unit Area***, Sublette County, Wyoming.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of all the Federal leases committed to said Agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of this agreement.

Dated 10/30/98

Chief, Reservoir Management Group
Bureau of Land Management
Casper, Wyoming

Effective: NOV 01 1998

Contract No. WYW 146018 X

BEFORE THE WYOMING OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICATION OF ENRON OIL COMPANY, FOR AN ORDER FROM THE COMMISSION APPROVING UNDER W.S.§30-5-110 THE UNITIZATION AND UNITIZED OPERATION OF THE MESAVERDE FORMATION IN THE BURLY UNIT, SUBLETTE COUNTY, WYOMING AND VACATING COMMISSION CHAPTER III, SECTION 2, AND ALL APPLICABLE SPACING ORDERS FOR UNIT LANDS	)	CAUSE NO. 2 ORDER NO. 2 DOCKET NO. 333-98

Order Nunc Pro Tunc

By date of October 21, 1998, the Wyoming Oil and Gas Conservation Commission approved Cause No. 2, Order No. 2, Docket No. 333-98, approving the unitization and unitized operation of the Burly Unit, Sublette County, Wyoming.

By Affidavit, Enron Oil and Gas Company has shown that the statutory signup requirement has been met. Enron Oil and Gas Company has, therefore, requested an Order Nunc Pro Tunc for final approval by the Commission.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the unitization and unitized operations of the Burly Unit, as defined in the Unit Agreement and the Operating Agreement, are hereby approved in accordance with the Findings of Fact, Conclusions of Law, and Order in Cause No. 2, Order No. 2, Docket 333-98, as submitted by the application of Enron Oil and Gas Company.

DATED this 30th day of October, 1998

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/s/ Gary B. Glass
Mr. Gary B. Glass
Acting Chairman - Commissioner

/s/ Mark Watson
Mr. Mark Watson- Examiner

/s/ Stephen A. Reynolds
Mr. Stephen A. Reynolds,
Commissioner

/s/ Robert E. McDougall
Mr. Robert E. McDougall,
Commissioner

/s/ Elmer S. Parson
Mr. Elmer S. Parson,
Commissioner

[redacted] [redacted] [redacted] operator

UNIT AGREEMENT AND PLAN OF UNITIZATION

FOR THE DEVELOPMENT AND OPERATION

OF THE

BURLY (MESAVERDE) UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

UNIT AGREEMENT AND PLAN OF UNITIZATION

FOR THE DEVELOPMENT AND OPERATION

OF THE

BURLY (MESAVERDE) UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

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Exhibit "A" - Map of Unit Area

Exhibit "B" - Description of Unit Area

Exhibit "C" - Tract Participation

UNIT AGREEMENT AND PLAN OF UNITIZATION

FOR THE DEVELOPMENT AND OPERATION

OF THE

BURLY (MESAVERDE) UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

THIS AGREEMENT, entered into as of the 23rd day of October, 1998, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto".

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this Agreement; and

WHEREAS, the term "Working Interest" as used herein shall mean the interest held in Unitized Substances or in lands containing Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, which is chargeable with and obligated to pay or bear all or a portion of the costs of drilling, developing, producing and operating the land under the unit or cooperative agreement. "Royalty Interest" as used herein shall mean a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest. The owner of oil and gas rights that are free of lease or other instrument conveying the working interest rights to another shall be regarded as a Working Interest Owner to the extent of a seven-eighths (7/8ths) interest in and to such oil and gas rights, and as a Royalty Interest Owner to the extent of the remaining one-eighth (1/8th) interest therein; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181 et. seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating under a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or

any part thereof, for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, Wyoming Statutes 1977, Section 30-5-110 et seq., empowers the Oil and Gas Conservation Commission of the State of Wyoming, hereinafter referred to as the "Commission", upon application, to determine the need for and make orders providing for the operation as a unit of one or more pools, or parts thereof, in a field after approval of eighty percent (80%) of the parties involved, which said order shall be binding on all parties in said unit area; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this Agreement under the terms, conditions and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this Agreement their respective interests in the below-defined Unit Area, and agree severally among themselves as follows:

1. **ENABLING ACT AND REGULATIONS.** The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid, pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal Lands, provided such regulations are not inconsistent with the terms of this Agreement; and as to Non-Federal Lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State of Wyoming, are hereby accepted and made a part of this Agreement.

2. **UNIT AREA.** The area specified on the plat attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the Unit Area, containing 599.61 acres, more or less.

Exhibit "A" shows in addition to the boundary of the Unit Area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage,

percentage and kind of ownership of oil and gas interests in all land in the Unit Area. Exhibit "C" attached hereto, is a schedule showing the percentage of participation credited to each Tract in the Unit Area based upon a presumed one hundred percent (100%) commitment. (Tract means each parcel of land described as such and given a tract number in Exhibit "B"). However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the Unit Area render such revision necessary, or when requested by the Authorized Officer of the Bureau of Land Management, hereinafter referred to as "Authorized Officer" or by the Commission. In such case not less than six (6) copies of the revised Exhibits shall be filed with the Authorized Officer. A unit boundary and unit participation established by a certified surveyor based upon knowledge of an impending government resurvey is acceptable; however, if the government resurvey indicates the need for boundary and unit participation revision, new Exhibits "A", "B" and "C" will be required.

3. **EXPANSION OF UNIT AREA.** Any enlargement of the Unit Area shall require approval by the Authorized Officer of the Bureau of Land Management. The Unit Area may, with the approval of the Authorized Officer, be expanded to include therein any additional lands whenever such expansion is necessary or advisable to conform with the purposes of this agreement. Subject to such approval of the Authorized Officer, any such expansion may be accomplished either (1) by order of the Commission in accordance with Section 30-5-110 et seq., Wyoming Statute 1977, as heretofore or hereafter amended from time to time; or (2) pursuant to agreement fixing the tract participation of each tract added by such expansion and providing for the commitment of the interests of the owner thereof to this Agreement, and, if applicable, to the Unit Operating agreement, and negotiated with such owners by the Unit Operator acting on behalf of the Working Interest Owners collectively after being duly authorized by them as provided in the Unit Operating Agreement. Whenever the Unit Area is enlarged so as to admit additional land qualified for Participation, Exhibit "C" shall be revised as set forth in Section 12, Participation and Allocation of Production. Any such expansion shall be effected in the following manner:

(a) Unit Operator, on its own motion (after preliminary concurrence by the Authorized Officer), shall prepare a notice of proposed expansion describing the contemplated

changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of the month subsequent to the date of notice.

(b) Said notice shall be delivered to the appropriate Bureau of Land Management office and copies thereof mailed to the last known address of each Working Interest Owner, lessee and lessor whose interest are affected, advising that thirty (30) days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the thirty (30) day period provided in the preceding item (b) hereof, Unit Operator shall file with the Authorized Officer evidence of mailing of the notice of expansion and a copy of any objections thereto which have been filed with the Unit Operator, together with an application and appropriate joinder in sufficient number, for approval of such expansion.

(d) After due consideration of all pertinent information, the expansion shall, upon approval by the Authorized Officer, become effective as of the date prescribed in the notice thereof.

4. **UNITIZED LAND AND UNITIZED SUBSTANCES.** All land committed to this Agreement as provided in Section 5, Tracts Qualified for Participation, as to the Unitized Formation defined immediately below, shall constitute land referred to herein as "Unitized Land" or "land subject to this Agreement". All oil and gas in and produced from the Unitized Formation is unitized under the terms of this Agreement and herein is called "Unitized Substances".

The Unitized Formation shall mean the Cretaceous Mesaverde Formation which is the continuous stratigraphic interval underlying the Burly Field area and occurring between the base of the Tertiary Almy and the top of the Cretaceous Baxter and is the same formation as was encountered between the depths of 1,350 and 2,262 feet as determined from the electric log run in the General Petroleum Tiptop Unit No. 18-20 well, located in the SW/4SW/4 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming. However, in areas where there is considerable faulting, the Mesaverde Formation was identified between the depths of 1,582 and 2,500 feet as determined from the electric log in the Enron Oil and Gas Burly No. 52-19, located in the NW/4NE/4 of Section 19, Township 28 North, Range 113 West, Sublette County, Wyoming.

The parties hereby agree that the wells listed below, though completed in the Mesaverde Formation within the Unitized Area, are not completed in the Unitized Formation and are not subject to this Agreement except as may be determined as provided below:

Burly 51-19D, Section 19, T28N-R113W, 6th P.M.

Burly 52-19, Section 19, T28N-R113W, 6th P.M.

Burly 53-19, Section 19, T28N-R113W, 6th P.M.

Should the Unit Operator determine from time to time that one or more of the above wells are in fact producing from the Unitized Formation, such well or wells shall become subject to the provisions of this Unit Agreement effective as of the first day of the month following such determination or determinations by the Unit Operator. The unitization factors described in Section 12, Participation and Allocation of Production, shall be revised to include the information from said well or wells consistent with the method used to determine such factors when this unit was effected, and Exhibit "C" shall be revised pursuant to the formula described in Section 12 effective as of the date that said well or wells became subject to the provisions of this Unit Agreement.

5. **TRACTS QUALIFIED FOR PARTICIPATION.** Inasmuch as the objective of this Unit Agreement is to have lands in the Unit Area operated and entitled to participation under the terms hereof, no joinder shall be considered a commitment to this Unit Agreement unless the tract involved is qualified under this section. On or after the effective date hereof, the tracts within the Unit Area which, in absence of an involuntary pooling order issued by the Commission, shall be entitled to participation in the production of Unitized Substances therefrom shall be those tracts within the Unit Area more particularly described in Exhibit "B", that are qualified as follows (for the purposes of this section, the record interest shall replace the Royalty Interest as to Federal Land):

(a) Each tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have signed or ratified this Agreement and the Unit Operating Agreement and Royalty Owners owning seventy-five percent (75%) or more of the royalty interest created by the basic leases have signed or ratified this Agreement;

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have signed or ratified this Agreement and the Unit

Operating Agreement, and Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest created by the basic leases have signed or ratified this Agreement, and as to which (1) all Working Interest Owners in such tract join in a request of inclusion of such tract in Unit Participation upon the basis of such commitment status, and further as to which (2) seventy-five percent (75%) or more of the combined voting interests of Working Interest Owners in all tracts which meet the requirements of Subsection 5(a) vote in favor of the acceptance of such tract as qualified. For the purpose of this Subsection 5(b), the voting interest of each Working Interest Owner shall be equal to the ratio (expressed in percentage) which the total of such Working Interest Owner's percentage participation in all tracts which qualify under Subsection 5(a), bears to the total percentage participation of all Working Interest Owners in all tracts which qualify under said Subsection 5(a), as such percentages are shown on Exhibit "C";

(c) Each tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have signed or ratified this Agreement and the Unit Operating Agreement, regardless of the percentage of royalty interest therein that is committed hereto, and as to which (1) the Working Interest Owner who operates the tract and all of the other subscribing Working Interest Owners in such tract have joined in a request for inclusion of such tract in unit participation upon the basis of such commitment status and have tendered and executed and delivered an indemnity agreement, indemnifying and agreeing to hold the owners of the Working Interests in the other qualified tracts harmless from and against any and all claims and demands that may be made by the non-subscribing Working Interest Owners in such tract on account of the inclusion of the same in Unit Participation, and further as to which (2) seventy-five percent (75%) or more of the combined voting interests of the Working Interest Owners in all tracts which meet the requirements of Subsection 5(a) and 5(b) above, vote in favor of the inclusion of such tract. For the purpose of the Subsection 5(c), the voting interest of each Working Interest Owner shall be equal to the ratio (expressed in percentage) which the total of such working interest owner's percentage participation attributed to tracts which qualify under Subsections 5(a) and 5(b) bears to the total percentage of all Working

Interest Owners attributed to all tracts which qualify under Subsections 5(a) and 5(b), as such percentages are set out in Exhibit "C".

Notwithstanding anything in this section to the contrary all tracts other than unleased Federal Lands within the Unit Area shall be deemed to be qualified for participation if this Agreement and the Unit Operating Agreement are duly approved as the Plan of Unitization and Operating Plan by order of the Wyoming Oil and Gas Conservation Commission pursuant to Section 30-5-110 et seq., Wyoming Statutes, 1977.

6. **UNIT OPERATOR.** Enron Oil & Gas Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of unit operator for the development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such an interest is owned by it.

7. **RESIGNATION OR REMOVAL OF UNIT OPERATOR.** Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate that Unit Operator's rights as such for a period of six (6) months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners and the Authorized Officer, and until all wells are placed in a satisfactory condition for suspension or abandonment whichever is required by the Authorized Officer, unless a new Unit Operator shall have been selected and accepted and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The resignation of Unit Operator shall not release the Unit Operator from any liability for default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by an affirmative vote of the Working Interest Owners of at least ninety percent (90%) of the voting interest remaining after excluding the voting interest of the Unit Operator. Such removal shall be effective upon notice thereof to the Authorized Officer. In all such instances of resignation or removal, until a successor Unit

Operator is selected and accepted as hereinafter provided, the Working Interest Owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than thirty (30) days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials and appurtenances used in conducting the Unit Operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is selected, to be used for the purpose of conducting Unit Operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment or appurtenances needed for the preservation of any wells.

8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by Working Interest Owners, a successor Unit Operator shall be selected by Working Interest Owners voting according to their respective tract participation in all unitized land by a majority vote; provided, that, if a majority but less than seventy-five percent (75%) of the Working Interests qualified to vote are owned by one party to this Agreement, a concurring vote of one or more additional Working Interest Owners shall be required to select a New Operator. Such selection shall not become effective until:

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

(b) the selection shall have been approved by the Authorized Officer.

If no successor Unit Operator is selected and qualified as herein provided, the Authorized Officer at his election may declare this Unit Agreement terminated.

9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of Working Interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the Owners of Working Interests, all in accordance with the agreement or agreements,

whether one or more, separately or collectively, entered into by and between the Unit Operator and the owners of Working Interests. Any agreement or agreements, whether one or more, entered into between the Working Interest Owners and the Unit Operator as provided in this section are hereinafter referred to as the "Unit Operating Agreement".

Such Unit Operating Agreement shall set forth such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by Unit Operator and the Working Interest Owners, however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Three (3) true copies of any Unit Operating Agreement executed pursuant to this section shall be filed with the Authorized Officer, prior to approval of this Unit Agreement, and thereafter promptly after any revision or amendment.

10. **RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.** Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto, including surface rights, which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

11. **PLAN OF OPERATION.** It is recognized and agreed by the parties hereto that the Unit Area is developed and productive, and only such drilling as is incidental to a secondary recovery or pressure maintenance program is contemplated.

Inasmuch as the primary purpose of this Unit Agreement is to permit the institution and consummation of a secondary recovery or pressure maintenance program for the maximum economic production of Unitized Substances consistent with good engineering and conservation

practices, Unit Operator, concurrently with the filing of this Unit Agreement for approval, shall submit to the Authorized Officer for approval, a plan of operation for the Unitized Land, and upon approval thereof by the Authorized Officer, such plan shall constitute the future operating obligations of the Unit Operator under this Unit Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Authorized Officer, a plan for an additional specified period of operation; said plan or plans shall be modified or supplemented when necessary to meet changed conditions, or to protect the interest of all parties to the Unit Agreement. Reasonable diligence shall be exercised in complying with the obligations of any approved plan of operation.

Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or pressure maintenance purposes in accordance with a plan of operation approved by the Authorized Officer including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose, and the parties hereto, to the extent of their rights and interests, hereby grant to the Unit Operator the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for the operation and the development of the Unit Area hereunder. Unit Operator shall have free use of water from the Unitized Land for operations hereunder and for operations on adjacent lands except water from surface owner's and Royalty Owner's fresh water wells, private lakes, ponds or irrigation ditches.

12. PARTICIPATION AND ALLOCATION OF PRODUCTION. Beginning at 7:00 a.m. on the effective date hereof, the Tract Participation of each Tract shall be based upon the following factors and formula:

Surface Acres	5%
Useable Wellbores	15%
Cumulative Production (BO)	15%
Primary Recovery (EUR BO)	15%
Secondary Recovery (MBO)	50%
	100%

The figure set forth opposite each Tract in Exhibit "C" represents the Tract participation to which such Tract is entitled if all Tracts are committed hereto and qualified as of the effective

date of this agreement. If, upon official resurvey of the Unit Area, the AO determines that sufficient discrepancies exist from the official resurvey and the map used herein for all acreage-related parameters, the AO may require a revision of the figures in Exhibit "C" to accommodate the resulting revised parameters. Said revisions shall be effective as of the date determined by the AO.

Promptly after approval of the Unit Agreement, if all Tracts are not qualified hereto, Unit Operator shall revise Exhibit "C" to show the Tracts qualified for participation under this agreement by setting forth opposite each Tract a revised Tract Participation therefor, which shall be calculated by using the same Tract factors and formula which were used to arrive at the Tract Participation of each Tract as set out in the original Exhibit "C" but applying the same only to those Tracts which are qualified for participation as of the effective date of this Unit Agreement. Said revised Exhibit "C" shall be subject to approval by the Authorized Officer and shall be effective as of the effective date of this agreement.

If after the effective date of this Agreement any Tract or Tracts are subsequently committed hereto and qualified because of expansion of the Unit Area under Section 3, Expansion of Unit Area, or any Tract or Tracts are subsequently qualified under the provisions of Section 5, Tracts Qualified for Participation, and Section 30, Subsequent Joinder, or if any Tract is eliminated from this Unit Agreement as provided in Section 29, Loss of Title, the schedule of participation as shown in Exhibit "C" shall be revised by the Unit Operator to show the new Tract Participation of all the then qualified Tracts; and the revised Exhibit "C", upon approval by the Authorized Officer, shall govern the allocation of production from the effective date thereof until a new schedule is so approved. In any such revised Exhibit "C", pursuant to this paragraph, the Tract Participation of the previously qualified Tracts shall remain in the same ratio one to the other.

On the effective date of this Agreement, and thereafter, all Unitized Substances produced hereunder (except any part thereof used in conformity with good operating practices for drilling, operating, camp and other production or development purposes, for pressure maintenance or secondary recovery operations in accordance with a plan of operation approved by the Authorized Officer, or unavoidably lost), shall be deemed to be produced from the several Tracts of Unitized Land, and for the purpose of determining any benefits accruing under this Agreement each such

[redacted] [redacted] [redacted]

Tract shall have allocated to it that percentage of said production equal to its Tract Participation effective hereunder during the respective period such Unitized Substances were produced, as set out in Exhibit "C".

If, as of the effective date hereof, any Tract is overproduced with respect to the allowables of the wells on that Tract as established by the State of Wyoming and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the Unitized Substances produced after the effective date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tracts.

The amount of Unitized Substances allocated to each Tract shall be deemed to be produced from such Tract irrespective of the location of the wells from which the same is produced and regardless of depletion of wells or Tracts. In the absence of a controlling contract or agreement to the contrary, when two or more leases, or part or parts thereof have been combined into a single Tract, the percentage participation assigned to such Tract shall for all purposes be divided among the separate leases, or part or parts thereof, which have been put into such Tract, in proportion to the number of surface acres of the leases, or part or parts thereof contained in such Tract to the total surface acres contained in said Tract.

13. ROYALTY SETTLEMENT. The United States and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the substance now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their proportionate share of the Unitized Substances allocated to such tract, and Unit Operator shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interest not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands or formations not subject to this Agreement is introduced into the Unitized Formation hereunder, for use in repressuring, stimulation of production or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Authorized

Officer, a like amount of gas less appropriate deduction for loss or depletion from any cause, may be withdrawn from the Unitized Formation, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of operations or as may otherwise be consented to by the Authorized Officer as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this Unit Agreement.

If natural gasoline, liquid petroleum gas fractions or other liquid hydrocarbon substances (herein collectively called "LPGS") which were not extracted from gas produced from the Unitized Formation are injected into the Unitized Formation, which shall be in conformity with a plan of operation first approved by the Authorized Officer , Working Interest Owners shall be entitled to recover, royalty free, part of all such "LPGS" pursuant to such conditions and formulas as may be prescribed or approved by the Authorized Officer.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all Unitized Substances on the basis of the amounts thereof allocated to unitized Federal Land as provided herein at the rates specified in the respective Federal Leases, or at such lower rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though the Unitized Lands were a single consolidated lease.

As to Non-Federal Lands, any royalty or other payment which varies under the terms of the instrument creating it, according to actual production from a tract or according to the capabilities of wells located thereon to produce, shall, on and after the effective date, be computed upon that portion of the Unitized Substances allocated to the particular tract and not upon the actual production of oil and gas from the tract or the capability of the well thereon to produce. If any such royalty or other payment depends on the production or pipeline runs from a well, such production or pipeline runs shall be determined by dividing the Unitized Substances allocated to the tract by the number of wells located thereon that were capable of producing or capable of being used in unit operations as a producing well or otherwise as of the effective date. If any tract has no such well located thereon as of the effective date, it shall be treated as having one well within the meaning of this section.

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14. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this Agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended or reduced by law or by approval of the Secretary of the Interior, hereinafter referred to as "Secretary" or his duly authorized representative.

15. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal Law or Regulation.

16. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from Unitized Land by wells on land not subject to this Agreement, or with prior consent of the Authorized Officer, pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Authorized Officer. In the event compensatory royalty is so paid, it shall be treated in the same manner as Unitized Substances.

17. GAUGE OF MERCHANTABLE OIL. Unit Operator shall make a proper and timely gauge of all lease tanks and other tanks within the Unit Area and associated with the operation of Unitized Land in order to ascertain the amount of merchantable oil above the pipeline connections in such tanks at 7:00 a.m. on the effective date hereof. All such oil shall be and remain the property of the parties entitled thereto the same as if the Unit had not been formed; and such parties shall promptly remove said oil from said tanks. Any such oil not so removed shall be sold by Unit Operator for the account of parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments and all other payments under the terms and provisions of the applicable lease, leases or other contracts.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby

expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and royalty requirements of Federal Leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement, and, without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part of separately owned tract subject to this Agreement, regardless of whether there is any development of any particular part or tract of the Unitized Land, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of Unitized Land will be accepted and deemed to be performed upon and for the benefit of each and every tract of Unitized Land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all Unitized Land pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of Unitized Land.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas on lands committed to this Agreement, which, by its terms might expire prior to the termination of this Agreement; is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this Agreement.

(e) The segregation of any Federal Lease committed to this Agreement is governed by the following provision in the fourth paragraph of Section 17(m) of the Mineral Leasing

Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784): "Any (Federal) Lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; *provided, however*, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities".

19. **COVENANTS RUN WITH LAND.** The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest shall be binding upon Unit Operator nor shall any transfer of any Royalty Interest or other interest be binding on the Working Interest Owner responsible for payment or settlement thereof, until the first day of the calendar month after Unit Operator or the responsible Working Interest Owner, as the case may be, is furnished with the original, photostat or certified copy of the instrument of transfer.

20. **EFFECTIVE DATE.** This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 a.m. on the first day of the calendar month next following the approval of this Agreement by the Secretary of the Interior or his duly authorized delegate.

Unit Operator shall within thirty (30) days after the effective date of this Agreement file for record in Sublette County, Wyoming, a copy of this Agreement and a certificate to the effect that this Agreement has become effective according to its terms and stating further the effective date.

21. **TERM.** The term of this Agreement shall be for and during the time that Unitized Substances can be produced in quantities sufficient to pay for the cost of producing same from wells on Unitized Land and for as long thereafter as drilling, reworking or other operations are prosecuted on Unitized Land without cessation of more than sixty (60) consecutive days, and so

long thereafter as Unitized Substances can be produced as aforesaid, unless sooner terminated by the Authorized Officer as provided in Section 8, Successor Unit Operator, or by the Working Interest Owners as provided in Section 22, Termination by Working Interest Owners.

22. TERMINATION BY WORKING INTEREST OWNERS. This Agreement may be terminated at any time by Working Interest Owners owning ninety percent (90%) or more of the participation percentage in the Unitized Land with the approval of the Authorized Officer. Notice of any such termination shall be given by the Unit Operator to all parties hereto. Upon termination of this Agreement the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts.

If not specified otherwise by the leases unitized under this Agreement, Basic Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

Unit Operator shall, within thirty (30) days after the termination of this Agreement has been determined, pursuant to Section 8, Successor Unit Operator, and Section 22, Termination by Working Interest Owners, hereof, file for record in the office or offices where a counterpart of this Agreement is recorded, a certificate setting forth the fact of such termination and the date thereof.

23. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. The Authorized Officer is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this Agreement when such quantity and rate is not fixed pursuant to Federal or State Law or does not conform to any statewide voluntary conservation or allocation program, which is established, recognized and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Authorized Officer is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this Agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this Agreement and is not in violation of any applicable Federal or State Law.

[redacted] [redacted] [redacted]

Powers in this section vested in the Authorized Officer shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice.

24. APPEARANCES. The unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

25. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party at the address such party has furnished to the party sending the notice, demand or statement.

26. NO WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of Wyoming, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, each party hereto except the United States covenants that during the existence of this Agreement, such party shall not resort to any action at law or in equity to partition the Unitized Land or the facilities used in the development or operation thereof and to that extent waives the benefits of all laws authorizing such partition.

27. UNAVOIDABLE DELAY. All obligations under this Agreement, except the payment of money, shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or Municipal Law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

28. NON-DISCRIMINATION. In connection with the performance of work under this Agreement, the Unit Operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246, (30 F.R. 12319), as amended, which are hereby incorporated by reference in this Agreement.

29. LOSS OF TITLE. In the event title to any tract of Unitized Land shall fail and the true owner cannot be induced to join this Unit Agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any Royalty, Working Interest or other interests subject hereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal Land or Leases, no payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the Authorized Officer to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

In order to avoid title failure which might incidentally cause the title to a Working Interest or Interests to fail, the owners of (a) the surface rights to land subject to this Agreement, (b) severed minerals or Royalty Interests in said land and (c) improvements located on said lands but not utilized for Unit Operations, shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner or Owners or in the Unit Operating Agreement. If any ad valorem taxes are not paid by such owners responsible therefor when due, the Unit Operator may, at any time prior to tax sale, pay the same, redeem such property, and discharge such tax liens as may arise through non-payment. In the event the unit operator makes any such payment or redeems any such property from tax sale, the unit operator shall be reimbursed therefor by the Working Interest Owners in proportion to their respective percentages of Unit Participation; and the Unit Operator shall withhold from the proceeds otherwise due to said delinquent taxpayer or taxpayers, an amount sufficient to defray the costs of such payment or redemption, such withholdings to be distributed

among the Working Interest Owners in proportion to respective contributions toward such payment or redemption.

30. SUBSEQUENT JOINDER. After the effective date of this Agreement, the commitment of any interest in any tract within the Unit Area shall be upon such equitable terms as may be negotiated by Working Interest Owners and the owner of such interest. After the effective date hereof, joinder by a Royalty Owner must be consented to in writing by the Working Interest Owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Interest. Joinder by any Royalty Owner at any time must be accompanied or preceded by appropriate joinder by the Owner of the corresponding Working Interest in order for the interest to be regarded as effectively committed. Joinder to the Unit Agreement by a Working Interest Owner at any time must be accompanied by appropriate joinder to the Unit Operating Agreement in order for the interest to be regarded as committed to this Unit Agreement. Except as may otherwise herein be provided, subsequent joinders to this Agreement shall be effective as of the date of the filing with the Authorized Officer of duly executed counterparts of all or any papers necessary to establish commitment of any tract to this Agreement unless objection to such joinder is made within sixty (60) days by the Authorized Officer.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon those parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described Unit Area.

In the event any of the parties hereto own both Working Interests and Royalty Interests, as such interests are shown on Exhibit "B", it shall not be necessary for such party to execute this Agreement in both capacities in order to commit both classes of Interests. Execution hereof by any such party in one capacity shall also constitute an execution in the other capacity, provided said interest owner has also executed the Unit Operating Agreement in its capacity as a Working Interest Owner.

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32. ROYALTY OWNERS' TAXES. Unless otherwise specifically provided by law, each Royalty Owner shall render and pay all ad valorem taxes, including ad valorem taxes measured by production levied against its royalty or mineral interest. Unit Operator shall pay, as an agent for the Working Interest Owners, each Royalty Owner's share of all taxes other than ad valorem taxes levied on or measured by the Unitized Substances in and under, or that may be produced , gathered and sold from the land subject hereto, or upon the proceeds or net proceeds derived therefrom, and shall pay ad valorem taxes to the extent that the same are made payable by law by any Working Interest Owner. Each Working Interest Owner shall reimburse Unit Operator for taxes so paid on its behalf and such Working Interest Owner shall make proportionate deductions of said amounts in settling with its Royalty Owners in each separately owned tract. No such taxes shall be charged to the United States or the State of Wyoming, or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

33. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this Agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

34. BORDER AGREEMENTS. Unit Operator, subject to the provisions of the Unit Operating Agreement and subject to approval of the Authorized Officer, may enter into an agreement or agreements with the Working Interest Owners of adjacent lands with respect to operations designed to increase the ultimate recovery of oil and/or gas from the unitized formation, prevent waste and protect the correlative rights of the parties.

35. CORRECTION OF ERROR. It is hereby agreed by all parties to this Agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent Exhibits to this Agreement; provided, however, that correction of any error other than mathematical or clerical shall be made by Unit Operator only after first having obtained approval of Working Interest Owners and the Authorized Officer. If any such corrections are made, Unit Operator shall file not less than six (6) copies of the corrected pages of this Agreement or of the Exhibits hereto with the Authorized Officer. Unit Operator shall also provide, in conformance with Section 25, Notices, such corrected pages to the parties hereto.

36. **SPECIAL SURFACE STIPULATIONS.** Nothing in this agreement shall modify the special Federal Lease stipulations attached to the individual Federal Oil Leases.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR AND WORKING INTEREST OWNER

ENRON OIL & GAS COMPANY

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

Address: 1625 Broadway
Suite 1300
Denver, Colorado 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

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

This 21st day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

July 26, 2002

_____
Notary Public , Betty A. Herrold

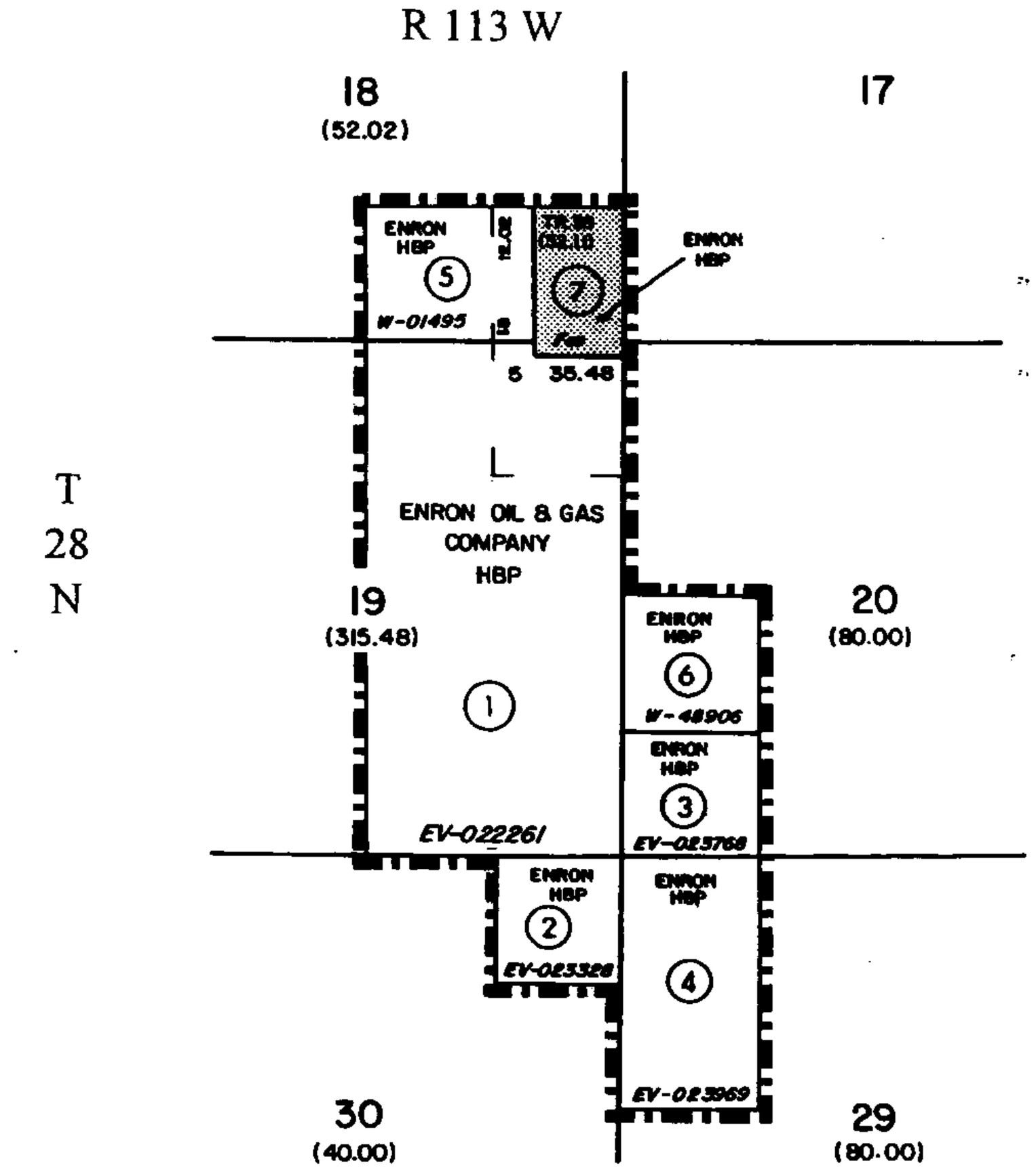
NOTARY PUBLIC

SIGNATURE PAGE FOR THE
BURLY (MESAVERDE) UNIT AGREEMENT
SUBLETTE COUNTY, WYOMING

EXHIBIT "C"

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

TRACT #	PERCENTAGE
1	51.2575507%
2	2.1893892%
3	13.4093015%
4	11.3625236%
5	18.6644182%
6	1.4463572%
7	1.6704596%
	100.0000000%



		ACREAGE	PERCENTAGE
	FEDERAL LANDS	567.50	94.64%
	PATENTED LANDS	32.11	5.36%
		599.61	100.00%

(3) TRACT NUMBER

UNIT OUTLINE

EXHIBIT "A"

BURLY (MESAVERDE) UNIT AREA

SUBLETTE COUNTY, WYOMING

ENRON OIL & GAS COMPANY

DENVER, COLORADO

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EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
BURLY (MESAVERDE) UNIT AREA
SUBLETTE COUNTY, WYOMING

OWNERSHIP AS TO THE MESAVERDE FORMATION

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS:							
1.	T28N-R113W, 6TH P.M. Sec. 19: Lot 5, W/2NE/4, SE/4NE/4, SE/4	315.48	EV-022261 HBP	U.S.A. - All (12.5%-25% roy oil) (12.5%-16.67% roy gas)	Enron Oil & Gas Company 100%	Barbara Jo Wells 1.25%	Enron Oil & Gas Company 100%
2.	T28N-R113W, 6TH P.M. Sec. 30: NE/4NE/4	40.00	EV-023328 HBP	U.S.A. - All (12.5% royalty)	Mobil Oil Corporation 100%	Lenora S. Gerrard 1.5%	Enron Oil & Gas Company 100%
3.	T28N-R113W, 6TH P.M. Sec. 20: SW/4SW/4	40.00	EV-023768 HBP	U.S.A. - All (12.5% royalty)	Mobil Oil Corporation 100%	1-Constance Gerrard .333334% 2-Judith Gerrard Haeder .333333% B. E. Van Arsdale, Jr. .166666% 57-Ana Francesca Stevenson .055556% 3-Vanessa Stevenson Merschat .055556% Virginia V. Stevenson Roa-Brith .055555%	Enron Oil & Gas Company 100%

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TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
4.	T28N-R113W, 6TH P.M. Sec. 29: W/2NW/4	80.00	EV-023969 HBP	U.S.A. - All (12.5% royalty)	Mobil Oil Corporation	100% Edmund Hurbert Riesen 1.333333% B. E. Van Arsdale, Jr. .333333% 57 - Ana Francesca Stevenson .11111% 3 - Vanessa Stevenson Merschat .11111% Virginia V. Stevenson Roa-Brith .11112%	Enron Oil & Gas Company 100%
5.	T28N-R113W, 6TH P.M. Sec. 18: Lot 18, SW/4SE/4	52.02	W-01495 HBP	U.S.A. - All (12.5% royalty)	Mobil Oil Corporation	100% 4-Quealy and Company 1% Robert J. Minton Family Trust .5% Labarge Royalty Partnership .475% 5-Harris Roy Roberts Revocable Trust .2314% 6-Phyllis R. Crum .2082% 7-Younkin Family Trust dtd. 5/22/86 .166% Mobil Oil Corporation .16385% William Victor Weiss .16385% 8-Genie H. Nicodemus .125% 9-Mattison Family Trust .125% 10-W. Russell Hull Trust .125% 11-Shirley M. Hull Trust .125% 12-Helen A. Baubie .082326% 13-Anne C. Loveland .082325% Julie Sheets .082325% 14-Karen B. Breedlove .0738% 15-Begay Atkinson .0738% Frederick R. Burnham .0738% 16-Charles W. Brown & Patty N. Brown .025%	Enron Oil & Gas Company 100%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE

5. Cont'd.

C. Fred Taylor .0216%
17- Laurie Nearpass .020581%
18- Judith L. Sheets .020581%
19- Debra J. Moran .020581%
20- Martha Kuhn .020581%
Henry R. Helbert .016%
21- Roland Salmon .0155%
22- Karen Welch .0139%
Cora Roy Kelly .0111%
Monroe C. Cranney .011%
Kimball J. Cranney, Jr. .0089%
23- Jacqueline Lehman Eastlick .0088%
William J. Taylor .0083%
24- Patricia Shumate .00622%
Olive Elizabeth Klatt .00622%
Frank M. Ende .0056%
58- James J. Krouser Estate .0055%
Dorothye E. Walthall .00462%
Joseph P. Rhodes .00462%
25- Marcia Livingston Donlon .00371%
John W. Laycock .0037%
59- Catherine R. Smith .0028%
26- Virginia Lee Leabow .0028%
27- Mayre D. Livingston Test Trust .00276%
Judith Mullens Burke .00189%
Ruth M. Davis Estate .00184%
28- Michael S. Mitchell .00184%
James W. Fix .00112%
Frances J. Fix .00112%
Carol King Harrison .00112%
Russell A. Mullens .00095%
Shriner's Hospital for Children .00094%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
6.	Cont'd.					St. Josephs Orphange .00094% John E. Mullens .00094% 29- Fern S. Harper .00094% 30- John M. Stevenson .00092% 31 - Beverly J. Gering .00092% 32 - Pamela Binford Grudin .00092% 33- Patricia L. Hanson Penner .00092% Charlotte D. Livingston .00031% Douglas D. Livingston .00031% David D. Livingston .00031% Olaf Alfred Henriksen .00016% Linda Rose Fix .00016% Robert Fix .00016% 34-Madeline Saderup .00015% Terence Fix .00008% Colin Fix .00003% Darren Fix .00003% Sean Fix .00003%	
6.	T28N-R113W, 6TH P.M. Sec. 20: NW/4SW/4	40.00	W-48906 HBP	U.S.A. - All (12.5%-25% roy oil) (12.5%-16.67% roy gas)	Enron Oil & Gas Company 100%	John H. Morgan 1.25% Labarge Royalty Partnership .59375% 8- Genie H. Nicodemus .15625% 9 - Mattison Family Trust .15625% 10 -W. Russell Hull Trust .15625% 11 - Shirley M. Hull Trust .15625% 16 Charles W. Brown & Patty N. Brown .03125%	Enron Oil & Gas Company 100%

6 FEDERAL TRACTS TOTALING 567.50 ACRES OR 94.64% OF UNIT AREA

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
PATENTED LANDS:							
7.	T28N-R113W, 6TH P.M. That part of Resurvey Tract 39 lying in the SE/4SE/4 of Section 18, and the NE/4NE/4 of Section 19.	32.11	HBP	54 - The Hatch Group, Ltd. 8.937504% (royalty 12.5%) 55 - A-8 Investments Company (royalty 12.5%) 8.937504% Dorothy C. Haddenham (royalty 12.5%) 8.437504% 35) Hazel Marts & William Marts (royalty 12.5%) 8.437504% 36? Edith & Alva Smith 8.437504% (royalty 12.5%) Dennis Stotts Individually and as Attorney-in-Fact for A. W. Stotts, M. E. Piper, E. J. Stotts, A. L. Steinke, C. Obrien, K. Hoops, and J. Steinke 8.437504% (royalty 12.5%) 56 - J. R. Williams 2.812504% (royalty 12.5%) 37 - Victoria S. Johnson 2.812504% (royalty 12.5%) 38 - Christine Martinez 2.812504% (royalty 12.5%) 39 - Neal W. Haddock 2.812488% (royalty 12.5%)	Enron Oil & Gas Company 100%	Bonnie T. Barrett .75% Walter B. Hobbs .50%	Enron Oil & Gas Company 100%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
7.	Cont'd.			40 – Chris D. Haddock 2.812488% (royalty 12.5%)			
				Children of Mark Kampman (royalty 12.5%) 2.812480%			
				Robert J. Minton Family Trust dtd 6/20/80 (royalty 12.5%) 2.5%			
				Claude R. Galloway 2.109368% (royalty 12.5%)			
				Roy M. Axeford 2.083328% (royalty 12.5%)			
				41-Ella L. Bahem 1.687504% (royalty 12.5%)			
				42-June Darlene Clark 1.687504% (royalty 12.5%)			
				Clarene W. Vickrey 1.687504% (royalty 12.5%)			
				43 -Mary White 1.687504% (royalty 12.5%)			
				44 – Marilyn Vickrey 1.687504% (royalty 12.5%)			
				Edward C. Haddock 1.406256% (royalty 12.5%)			
				Patricia P. Haddock 1.406256% (royalty 12.5%)			

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TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
7.	Cont'd.			45 - Sandra L. Kampman 1.406248% (royalty 12.5%) Clinton P. Bondurant 1.05468% (royalty 12.5%) Lloyd G. Bondurant 1.05468% (royalty 12.5%) Norma Jean Bleamer Anderson (royalty 12.5%) 1.05468% 46 - Arnolda Katherina Bondurant (royalty 12.5%) 1.05468% Anna M. Bondurant 1.05468% (royalty 12.5%) Richard Joseph McCourt Estate (royalty 12.5%) 1% Enron Oil & Gas Company 1% (royalty 12.5%) Heidi Bowen .703128% (royalty 12.5%) 47 - Michael H. Kampman, III (royalty 12.5%) .70312% Charles A. Prince .416664% (royalty 12.5%) Lexie Lee Carrera .351584% (royalty 12.5%)			

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TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
7.	Cont'd.			Conway Bondurant .351584% (royalty 12.5%)			
				Tonya Messer .351512% (royalty 12.5%)			
				48 -Ruth A. Heimer .333336% (royalty 12.5%)			
				49 - Robert R. May .333336% (royalty 12.5%)			
				50 - Frank A. Mau .333336% (royalty 12.5%)			
				Jack M. Smith & Kathryne Mau Smith Revocable Trust (royalty 12.5%) .333336%			
				(royalty 12.5%) .333336%			
				51 - William P. Mau Family Revocable Trust .333336% (royalty 12.5%)			
				52 - Dorothy M. Hitchcock .16664% (royalty 12.5%)			
				53 - Tammy Hitchcock Dreyer (royalty 12.5%) .04168%			
				Alix C. Hitchcock .04168% (royalty 12.5%)			
				Eric Hitchcock .04168% (royalty 12.5%)			
				Robb Hitchcock .04168% (royalty 12.5%)			

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TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	PATENTED TRACTS TOTALING	32.11	ACRES	OR	5.36%	OF	UNIT AREA
7	TRACTS TOTALING	599.61	ACRES	IN	UNIT	AREA	

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[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28 ~~, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this _____ day of September, 1998.

Constance Gerrard

Address: 417 First Street SE
Washington DC 20003

INDIVIDUAL ACKNOWLEDGMENT

STATE OF DISTRICT OF COLUMBIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Constance Gerrard.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires: Janury 31, 2002

Linda M. Wallace
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 29TH day of SEPT, 1998.

Judith Gerard Hauer

Address: 1410 WEST BLVD.
RAPID CITY, SD
57701

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me by JUDITH GERARD HAUER

This 29TH day of SEPT, 1998.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires July 24, 2003

Melissa Corr
Notary Public

MELISSA CORR
NOTARY PUBLIC
State of South Dakota

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 5 day of Oct, 1998.

Vanessa Merchant

Address: 1102 Copper Creek Dr
Katy, Tx
77450

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tex)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by VANESSA S. Merchant.

This 5 day of Oct, 1998.

WITNESS my hand and official seal.

My Commission Expires:
5-28-99

Bina Nat
Notary Public

BINA PATEL
Notary Public, State of Texas
Commission Expires: 05-28-99

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 25 day of Sept, 1998.

Queaty & Co.

P. J. Queaty III

Address: P.O. Box 391
Kemmerer, WY
83101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by P. J. Queaty, III.

This 25th day of September 1998.

WITNESS my hand and official seal.

My Commission Expires:

Carolyn Gunter
County of
Lincoln
My Commission Expires-
Notary Public
State of
Wyoming
Mar. 29, 1999

Carolyn Gunter
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 23 day of Sept, 1998.

Harris Roy Roberts Rev. Trust

W.C. Wells Trustee

Address: 4305 Backlick Rd

Annadale VA.

22003

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Va.)

) ss.

COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me by W.C. Wells.

This 23rd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

9-30-99

Sheri Witucki
Notary Public

SHERI WITUCKI NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 23 day of Sept., 1998.

Phyllis R. Crum

Address: ~~Robert & Phyllis Crum~~
N1035 Spring Creek Rd.
~~Genoa City, WI 53128~~

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
) ss.
COUNTY OF McHenry)

The foregoing instrument was acknowledged before me by _____.

This 23rd day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
2/5/2001

Notary Public

"OFFICIAL SEAL"
ROY W. PITNER JR.
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 02/05/2001

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 7th day of Oct, 1998.

Younklin Family Trust 5/22/86

John P. Younklin

Maureen M. Younklin

Address: 1141 Castlegate Lane

Santa Ana Ca 92705

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)

) ss.

COUNTY OF Orange)

The foregoing instrument was acknowledged before me by JOHN & MAUREEN YOUNKLIN.

This 7th day of Oct., 1998.

WITNESS my hand and official seal.

My Commission Expires:

CHRISTINE M. PAPAN
Commission # 1183505
Notary Public - California
Orange County
My Comm. Expires May 14, 2002

Christine M. Papan

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 5, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 1 day day of October, 1998.

Gene H Nicodemus

Address: 4788 Nilotes Way
Oceanside, Ca
92056

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me by Gene Hilton Nicodemus.

This First day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

April 10, 1999

E. A. Vomel
Notary Public

ERIC A VOMEL
COMM. # 1085177
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires APR 10, 1999

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28TH day of SEPTEMBER 1998.

M. PEREZ
COMM. # 1070589
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 20, 1999

MATTISON FAMILY TRUST
Robert J. Mattison TTEE
Arlene H Mattison TTEE

Address: 92 TRINIDAD BEND
CORONADO, CA 92118

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me by M. PEREZ

This 21 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
9-30-99

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28 day of Sept, 1998.

W. Russell Hull Trust
Shirley M Hull TTEE
Address: 243 Bostic Mountain View
Chula Vista Ca CA, 91910

M. PEREZ
COMM. # 1070589
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 20, 1999

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me by M. PEREZ.

This 28 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:

9-20-99

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 21, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28TH day of SEPTEMBER 1998.

SHIRLEY M. HULL TRUST

Shirley M Hull Trustee

Address: 243 NO. MOUNTAIN VIEW

CHULA VISTA, CA 91910

M. PEREZ
COMM. # 1070589
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 20, 1999

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me by M. PEREZ.

This 28 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
9-20-99

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

11

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 1st day of October 1998.

Helen G. Baubie

Address: 5505 Ocean Blvd
Cambridge 106
Ocean Ridge FL
33435

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Virginia)
City) ss.
~~COUNTY~~ OF Chesapeake)

The foregoing instrument was acknowledged before me by Helen G. Baubie.

This 1st day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

7-31-02

Barry L. Harrell
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 23 day of Sept., 1998.

Anne C. Loveland

Address: 8476 Woodland Shore
Brighton, Michigan 48114

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me by Anne C. Loveland.

This 23rd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

October 26, 2001

Notary Public
LARRY J. FILLINGER
NOTARY PUBLIC - LIVINGSTON COUNTY, MI
ACTING IN Livingston CO., MI
MY COMMISSION EXP. 10/26/2001

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 1ST day of October, 1998.

Karen Breedlove

Address: 637 W. Zia Drive
Tucson, AZ
85704

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me by KAREN BREEDLOVE

This 1 day of OCTOBER, 1998.

WITNESS my hand and official seal.

My Commission Expires:

1/28/2002

"OFFICIAL SEAL"
Richard W. Cooper
Notary Public-Arizona
Pima County
My Commission Expires 1/28/2002

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

EXECUTED this 22nd day of Sept, 1998.

Begay Atkinson

Address: 8025 Quarry Ridge
Bethesda, MD 20817

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me by BEGAY ATKINSON.

This 22nd day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:

BARBARA L. PANDOLFI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 16, 2002

Barbara L. Pandolfi
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 8, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 22 day of Sept., 1998.

Charles W Brown

Address: P.O. Box 587

Marlow, OK 73055

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Stephens)

The foregoing instrument was acknowledged before me by Charles W Brown.

This 22 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:

6/10/2001

GREG MAHAFFEY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA STEPHENS COUNTY

Guy Mahaffey
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

EXECUTED this 30th day of September, 1998.

Laura S. Nearpass

Address: 1735 Plateau
Jackson MI
49203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me by Laura Nearpass

This 30 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

11-25-99

Jane A. Phelps
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 29th day of September, 1998.

Judith L. Sheets

Address: 608 Sioux
Jackson, MI
49203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me by Judith L. Sheets.

This 28 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

11-25-98

Jane I. Phelps
Notary Public

JANE I. PHELPS
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Nov. 25, 1999

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28 day of September, 1998.

Debra J Morcan

Address: 3980 Utopia

Clark Lake, MI 49234

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me by _____.

This 28 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

11-25-99

Jane I. Phelps
Notary Public

JANE I. PHELPS
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Nov. 25, 1999

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 1st day of October, 1998.

Martha J. Kuhn

Address: 2725 Spielman Hgts
Adrian Michigan
49221

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michegar)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me by Marth J. Kuhn.

This 1st day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

11-25-99

Jane I. Phelps
Notary Public

JANE I. PHELPS
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Nov. 25, 1999

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28 day of August, 1998.

R. Salmon

R. SALMON

Address: HC01 Box 264
KAUNAKAKAI
HI 96748

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Hawaii)
) ss.
COUNTY OF Maui)

The foregoing instrument was acknowledged before me by R. SALMON.

This 28th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:
8/21/01

Charlene M. Aquino
Notary Public CHARLENE M. AQUINO

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 21 day of Sept, 1998.

Karen Welch

Address: Box 206

Imperial, NE

69033

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)

) ss.

COUNTY OF Chase)

The foregoing instrument was acknowledged before me by Karen Welch.

This 21 day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:

GENERAL NOTARY-State of Nebraska
GUY G. CURTIS
My Comm. Exp.Oct. 2, 2001

Guy G. Curtis
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 7th day of September 1998.

J L Gastlick

Address: 3600 W Tobin Rd
Hemet, CA
92545

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MT)
) ss.
COUNTY OF Gallatin)

The foregoing instrument was acknowledged before me by Lori Ray

This 25 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
3-13-2000

L Ray
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 22, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 23 day of Sept, 1998.

Patricia A. Shumate

Address: 301 Walnut Dr.
Oxnard Cal 93030

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CA)
) ss.
COUNTY OF Ventura)

The foregoing instrument was acknowledged before me by Patricia A Shumate.

This 23 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:

Nov 12, 1999

PEGGY E. DAVIS
COMM. #1076877
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Comm. Expires NOV. 12, 1999

Peggy E. Davis
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28 day of Sept, 1998.

Marcia Livingston Donlon

Address: 4896 Falcon Cyn. Rd
Somis
Ca. 93066

SRU1 GLENDA M. CROUMIE COMM. #1161456 NOTARY PUBLIC - CALIFORNIA VENTURA COUNTY My Comm. Expires DECEMBER 8, 2001 SRU1

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Ventura)

The foregoing instrument was acknowledged before me by MARCIA L. DONLON.

This 28th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

12-8-01

Glenda M. Croumie
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 28th day of September, 1998.

MARINE KALADJIAN
Comm. # 1188604
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires July 27, 2002

Virginia Lee Leabow

Address: 433 S. Highland Ave.
Los Angeles, Ca 90036

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by VIRGINIA LEE LEABOW.

This 28th day of SEPTEMBER 1998.

WITNESS my hand and official seal.

My Commission Expires:

July 27, 2002

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 25 day of Sept, 1998.

M. D. Livingston Trust
David J. Donlon - Trustee

Address: P.O. Box 839
Somis
CA 93066

SRU1 GLENDA M. CROUMIE COMM. #1161456 NOTARY PUBLIC - CALIFORNIA VENTURA COUNTY My Comm. Expires DECEMBER 8, 2001 SRU1

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Ventura)

The foregoing instrument was acknowledged before me by David J. Donlon, Trustee.

This 25th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

12-8-01

Glenda M. Croumie
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Burly (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 23 day of September, 1998.

Micheal S. Mitchell, Individual

Address: P.O. Box 75067

Wichita, KS 67275-0067

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by Micheal S. Mitchell.

This 23 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

9-28-99

ROSANN M. SCHIPPERS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9-28-99

Rosann M. Schippers
Notary Public --Rosann M. Schippers

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 2, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 1st day of Oct, 1998.

Fern Harper

Address: 1217 Spruce Dr
Richardson
Texas 75080

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by Fern Harper.

This 1st day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:
7/23/2001

HEIDI ANN LINDERMAN
Notary Public, State of Texas
My Commission Expires
JULY 23, 2001

Heidi Ann Linderman
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 3, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 22nd day of September, 1998.

John M Stevenson

Address: HC 02 Box 25010

ALTURAS CA 96101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Modoc)

The foregoing instrument was acknowledged before me by JOHN M. STEVENSON.

This 22nd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

January 23, 2001

M C Busby

Notary Public

M C BUSBY
Comm. # 1124067
NOTARY PUBLIC - CALIFORNIA
Modoc County
My Comm. Expires Jan. 23, 2001

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

EXECUTED this 29 day of Sept., 1998.

Beverly J Gering

Address: 307 SE 13th
Newton KS
67114

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Harvey)

The foregoing instrument was acknowledged before me by Beverly J. Gering.

This 29th day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:
7-2-2001

PATRICIA JOHNSTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 7-2-2001

Patricia Johnston
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

EXECUTED this 14TH day of OCTOBER, 1998.

Pamela Binford-Grudin

Address: 3718 161ST St SE
Bothell, WA.
98012-6151

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF Snohomish)

The foregoing instrument was acknowledged before me by Pamela Binford-Grudin.

This 14 day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

4-23-99

JUDY WILDE NOTARY PUBLIC STATE OF WASHINGTON Commission Expires APRIL 23, 1999

Judy Wilde
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

EXECUTED this 28 day of Sept, 1998.

Patricia L. Hanson Ronner

Address: 14805 NW 24
Burlton, KS 67020

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF McPherson)

The foregoing instrument was acknowledged before me by Patricia L. Hanson Ronner.

This 28th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

3/15/01

Peggy J. Schoenecker
Notary Public

NOTARY PUBLIC
State of Kansas
Peggy J. Schoenecker
My Appt. Exp. 3/15/01

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 8, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 25 day of Sept, 1998.

* Madeline Saderup

Address: 1156 Alton Wy
SLC, UT 84108

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by Madeline Saderup.

This 25 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:

6-5-2001

Notary Public
KATHERINE PETERSON
1265 South 2100 East
Salt Lake City, Utah 84106
My Commission Expires
June 5, 2001
State of Utah

Katherine Peterson
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 9 day of 24, 1998.

William Marts

Address: 105 Sunnyhill RD N.
Bremerton, wa
98312

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF Kitsap)

The foregoing instrument was acknowledged before me by William Marts

This 24 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
5-21-2002

CLAUDIA BALDWIN
Commission Expires
NOTARY
PUBLIC
May 21, 2002
STATE OF WASHINGTON

Claudia Baldwin
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 23 day of Sept., 1998.

Alva F. Smith

Address: 728 Wright St.
Rathdrum, Id
83858

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

The foregoing instrument was acknowledged before me by Alva F. Smith.

This 23 day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:

08/21/04

LINDA McGREW
NOTARY PUBLIC
STATE OF IDAHO

Linda McGrew
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 10 day of October, 1998.

Victoria S. Johnson

Address: 1447 E. 9200 S.
Sandy UT
84093

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by Victoria S. Johnson Brandi Capson

This 10 day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

July 10, 2002

NOTARY PUBLIC
BRANDI CAPSON
9311 South 2000 East
Sandy, UT 84092
COMMISSION EXPIRES
JULY 10, 2002
STATE OF UTAH

Brandi Capson
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 8, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 23 day of Sept, 1998.

Christina I. Martinez

Address: 111 Paper Collar Row
P.O. Box 68
Diamondville, Wyoming
83116

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Christina I. Martinez.

This 23 day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
10-4-2000

TINA M. SPARKS
Notary Public - State of Wyoming
Lincoln County, Wyoming
Commission Expires Oct. 4, 2000

Tina M. Sparks
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 28 day of SEPT, 1998.

Neal Haddock

Address: P.O. Box 9534
Fort Collins
Colorado 80525

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by Neal Haddock

This 28th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

DONNA M. BURRITT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 10/04/2000

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 23RD day of Sept, 1998.

Address: CHRIS D. HADDOCK
5341 TUDORTOP CIRCLE
ANCHORAGE, AK 99507

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alaska)
) ss.
COUNTY OF 3rd)

The foregoing instrument was acknowledged before me by Chris D. Haddock

This 23 day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:
6/21/02

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 22 day of Sept, 1998.

Ella L Bahem

Address: 1556 Ninth Street - Sp. 16

Rock Springs, WY 82901

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Ella L. Bahem.

This 22nd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires:
September 17, 2001

Elizabeth Bartek
Notary Public Elizabeth Bartek

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 8, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 28 day of September 1998.

June Arlene Clark

Address: 1940 Grenville Street
Oroville
Calif 95966

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

See Notary Certificate Attached.

_____
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Butte } ss.

On Sept 28, 1998 (Date), before me, Sandra Hickethier, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared June Darlene Clark (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.

Sandra Hickethier
Signature of Notary Public

SANDRA HICKETHIER
Commission # 1193415
Notary Public - California
Butte County
My Comm. Expires Sep 11, 2002

Place Notary Seal Above

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

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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RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 21, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 21 day of Sept., 1998.

Mary White

Address: P.O. Box 6024
Rock Springs, WY 82901-6024

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Mary White.

This 21st day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

November 17, 2001

Elizabeth Bartek
Notary Public Elizabeth Bartek

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 22nd day of September, 1998.

Marilyn Vickrey

Address: Box 54
Big Piney, Wy 83113

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by Marilyn Vickrey.

This 22nd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

March 20, 2001

Carol A. Locke
Notary Public

CAROL A. LOCKE NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires Mar. 20, 2001

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 21 day of Sept, 1998.

Sandra L. Kampmann

Address: PO Box 2
Diamondville
Wy 83116

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Sandra L. Kampmann.

This 21st day of Sept, 1998.

WITNESS my hand and official seal.

My Commission Expires:
July 9, 2000

Notary Public

SONJA P. BASSETT
NOTARY PUBLIC
COMMISSION EXPIRES
JULY 9, 2000
LINCOLN COUNTY, WYOMING

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 14th day of Oct., 1998.

Arnolda Katharina Bondurant
(ARNOLDA KATHARINA BONDURANT)
Address: 1167 Spruce Tree Circle
Sacramento, CA 95831

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Sacramento)

MARK DUFFEK
COMM. # 1075382
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Oct. 15, 1999

The foregoing instrument was acknowledged before me by Arnolda Katharina Bondurant

This 10th day of Oct., 1998.

WITNESS my hand and official seal.

My Commission Expires:
Oct. 15, 1999

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

N/A

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 22 day of Sept, 1998.

Michael H Kampman II

Address: P.O. Box 921
Kemmerer Wyo
83101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Michael H Kampman II

This 22nd day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:
Feb. 15, 1999

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 27th day of September, 1998.

X Ruth A. Heiner

Address: 200 W. Bear Creek Dr.
Apt. 134
Euless, TX 76039

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me by Ruth A. Heiner.

This 29th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

Dawn Nickols
Notary Public

DAWN NICKOLS
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/27/01

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 8, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 29 day of September 1998.

Robert R. May

Address: C/O Schadler

1322 E. Lewis

Las Vegas NV 89101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)

) ss.

COUNTY OF Bexar)

The foregoing instrument was acknowledged before me by Robert Raymond May.

This 29th day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

June 24, 2000

Hilda G Rubio
Notary Public

HILDA G. RUBIO
Notary Public, State of Texas
My Commission Expires 06-24-00

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 23th day of Sept, 1998.

Frank A Mau

Address: 2916 Shadows
Fort Worth
TX 76109

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Kendall)

The foregoing instrument was acknowledged before me by FRANK A. MAU.

This 25 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

8-16-02

PATRICIA JENNINGS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 08-16-02

Patricia Jennings
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 22 day of September, 1998.

William F. Man Family Revocable Trust
Johanna Man, Trustee

Address: 1345 Uinta Dr.
Kemmerer, Wy 83101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Johanna Man.

This 22 day of September, 1998.

WITNESS my hand and official seal.

My Commission Expires:

11-16-99

Paula M. Ferentchak
Notary Public

Paula M. Ferentchak
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 28, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 24 day of Sept., 1998.

Dorothy M. Hitchcock

Address: 12 Lookout Rd - POB 12
Centennial
Wyo. 82055

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by Dorothy M. Hitchcock.

This 24th day of Sept., 1998.

WITNESS my hand and official seal.

My Commission Expires:
June 12, 2000

L. MARLENE BRADLEY
Notary Public
Albany County, WY
My Commission Expires
June 12, 2000

L. Marlene Bradley
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

6646

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 5 day of October, 1998.

Tammy M. Hitchcock Dreyer

Address: 772 GRINDSTAFF RD.
BURNSVILLE, NC
28714

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF NC)
) ss.
COUNTY OF Mitchell)

The foregoing instrument was acknowledged before me by TAMMY M. HITCHCOCK DREYER

as _____ of PENLAND School of CRAFTS

This 5th day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:
1-18-99

Lisa Ann Hunt
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 8th day of October, 1998.

J. Floyd Hatch

J. Floyd Hatch, General Partner

Address: Hatch Group LTD.

1939 South 300 West Suite 200

Salt Lake City, UT 84115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

PARTNERSHIP
~~CORPORATE~~ ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by J. Floyd Hatch,

as General Partner of Hatch Group LTD.

This 8th day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

2/10/02

Notary Public

JULIE A. WEAVER
Notary Public
State of Utah
My Commission Expires Feb. 10, 2002
1939 So. 300 West Suite 200 SLC City, Utah 84115

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 8th day of October 1998.

John R. Anderson, General Partner

Address: A8 Investment Co.
1939 South 300 West Suite 200
Salt Lake City, UT 84115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

PARTNERSHIP
~~CORPORATE~~ ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me by John R. Anderson,

as General Partner of A8 Investment Co.

This 8th day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:
2/10/02

Notary Public

JULIE A. WEAVER
Notary Public
State of Utah
My Commission Expires Feb. 10, 2002
1939 So. 300 West Suite 200 SLC City, Utah 84115

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 6th day of November, 1998.

J. R. WILLIAMS

Address: 205 RIDGECREST DRIVE

JACKSONVILLE, TX 75766-5711

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF CHEROKEE)

The foregoing instrument was acknowledged before me by J. R. WILLIAMS.

This 6th day of November, 1998.

WITNESS my hand and official seal.

My Commission Expires:

3-5-2001

Notary Public

BETTY J. MORRISON
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 3-05-2001

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 9, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 29 day of Oct, 1998.

Francesca Stevenson

Address: 5011 Glen Ridge
Apt. Q-16
San Antonio, Tx 78229

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me by Francesca Stevenson

This 29 day of October, 1998.

WITNESS my hand and official seal.

My Commission Expires:

5-20-02

KEVIN M. FLORES
Notary Public, State of Texas
My Commission Expires 05-20-2002

Kevin M. Flores
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 2 3, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 5th day of November, 1998.

Estate of James Krouser

By: Thomas R. Ferguson

Thomas R. Ferguson

Address: 1050 South Kimball Road

Ventura, CA 93004

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Ventura)

The foregoing instrument was acknowledged before me by Thomas R. Ferguson

This 5th day of November, 1998.

WITNESS my hand and official seal.

My Commission Expires:

1/20/2000

Carole A. Minkin
Notary Public

CAROLE A MINKIN
Commission # 1080855
Notary Public — California
Ventura County
My Comm. Expires Jan 20, 2000

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Burly (Mesaverde) Unit Area**, County of Sublette, State of Wyoming, dated OCT 23, 1998, in form approved on behalf of the Secretary of the Interior and the Wyoming Oil and Gas Conservation Commission, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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

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

EXECUTED this 7TH day of OCTOBER, 1998.

Catherine R. Smith

Address: 5316 Palmera Drive
Oceanside, CA 92056-2114

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me by CATHERINE RUTH SMITH.

This 7TH day of OCTOBER, 1998.

WITNESS my hand and official seal.

My Commission Expires:

Feb 1, 2000

Michael C. Knudson
Notary Public

OFFICIAL SEAL
MICHAEL C. KNUDSON
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1085666
SAN DIEGO COUNTY
MY COMM. EXP. FEB. 1, 2000

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 1998.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

[redacted] [redacted] [redacted]

Form 3120-1b
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW147054

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned hereby offers to lease all or any portion 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 Act 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: [redacted]
Street:
City, State, Zip Code:

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 (mo/dy): ____ / ____ / ____
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

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

DO NOT WRITE BELOW THIS LINE.

3. Land included in lease:

T. 034ON R. 113OW 06th Meridian WY State Sublette County
sec. 015 E2SE;

270716

RECORDED December 1, 1998 9:15 A.M.
IN BOOK 109 O&G PAGE 673
FEES $ 8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patti Loucks

Total acres in lease 80.000
Rental received $ 120.00

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. ROAELP01 08

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section NOV 18 1998
(Title) (Date)

EFFECTIVE DATE OF LEASE DEC 1 1998

FOR LESSEE

(Continued on reverse)

673

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 [illegible] directly or indirectly, in each public domain and acquired lands separately in the same State do not exceed [illegible] acres in oil and gas leases (of which up to [illegible] acres may be in oil and gas options), and [illegible] 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 segregative 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, or any amendment to this lease, or segregative lease, which does cover the land described in the withdrawal, has been signed on behalf of the United States.

DEC 1 1998

AUG 18 1999

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

Duly executed this 10th day of November, 19 98

G. Walter Lankford (Signature of 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 such 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 portions 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 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 all production used for purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to particular wells, and to keep records showing 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 or under this lease. Lessee shall keep records accurate and describe correctly all production and disposition of products and the costs and values used in determining royalty due, including gross proceeds and amounts paid, received, or allowed as processing allowance or transportation allowance. Lessee shall keep a daily drilling record, a log, and shall furnish copies to lessor when required. Upon request, lessee shall submit to lessor an annual report of operations and such other reports concerning operations under this lease as lessor may require. Lessee may request that certain data be held confidential for a period of 2 years after it is submitted to lessor. 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 [illegible] 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.

(Effective date)

(Lessee)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WYW147054

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 19th day of November, 1998, 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

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A Armbrust

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

WYW147054

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.

[redacted] [redacted] [redacted]

WYW147054

NO SURFACE OCCUPANCY STIPULATION - NSO

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

(1) Sec 15: SESE;

For the purpose of:

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

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW147054

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) entire lease;

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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW147054

NOTICE TO LESSEE

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

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

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

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MEMORANDUM OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On the 26th day of August, 1994, a Unit Agreement and Plan of Unitization for the Development and Operation of the Green Piney Unit (Unit Agreement) with Unit Operating Agreement was approved by the Department of Interior, Bureau of Land Management, Casper District Office, and designated No. WYW132749X. These instruments were made and entered into by ALPINE GAS COMPANY, a dba of Shama Zoe Limited Partnership, as Unit Operator, Lessee, and Working Interest Owner (Unit Operator), for the purpose of conserving natural resources, preventing waste, and securing other benefits obtainable through development and operation of any oil and gas pool, field, or like under the Green Piney Unit Area, initially embracing 65,046.53 acres, more or less, in Sublette County, Wyoming, as described in that certain Revised Exhibit "B" to the Green Piney Unit Agreement (revised April 17, 1998), attached hereto as Annex "A" . Said Unit Agreement provides for the drilling of three (3) obligation wells and subsequent drilling operations pursuant to Section 9 of the Unit Agreement. This Unit Agreement with Unit Operating Agreement is effective August 26, 1994 and is for a five (5) year term from the effective date, unless terminated prior to the fixed term or extended, and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Unit Agreement and Unit Operating Agreement are in the possession of the Unit Operator.

Executed this 9th day of October, 1998.

ALPINE GAS COMPANY
(a dba of Shama Zoe Limited Partnership),
Unit Operator, Lessee, and Working Interest Owner

By: Gilman A. Hill
Gilman A. Hill
Its: President

270718

RECORDED December 1 1998 4:40pM
IN BOOK 109 O+G PAGE 680
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

K.\DCP\Aztec\Pinedale Prosp\Memorandum(GP).mem

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

This instrument was acknowledged before me on the 9th day of October, 1998, by GILMAN A. HILL, as President of ALPINE GAS COMPANY, a dba of Shama Zoe Limited Partnership, a Colorado partnership.

My Commission Expires:

November 21, 1998

Jo Ann Sarver
Notary Public, State of Colorado

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

ANNEX "A"

to Memorandum of Unit Agreement and Unit Operating Agreement, executed October 9, 1998, concerning the Green Piney Unit, Sublette County, Wyoming

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
001	T31N-R111W, 6th P.M. .Sec. 9: NE/4NE/4 .Sec. 19: Lot 4	79.27	WYW-92715 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5% (EB under Lot 4 only)	Shama Zoe Limited Partnership 100%
002	T31N-R111W, 6th P.M. .Sec. 1: Lots 1,2, S/2NE/4, . SE/4 .Sec. 12: NE/4NE/4	359.84	WYW-101774 . Effective 11-1-86 . Expires 10-31-96	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Liberty Petroleum Corporation 4.0% . Alpine Associates Royalty Fund 2.0% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%
003	T32N-R111W, 6th P.M. .Sec. 5: Lots 1,2 .Sec. 8: NE/4, N/2NW/4 . SE/4NW/4,NE/4SW/4 .Sec. 9: E/2NE/4 .Sec. 10: W/2NE/4, NW/4, . N/2SW/4 .Sec. 15: W/2, W/2SE/4 .Sec. 17: NE/4NE/4 .Sec. 19: Lots 1,2,3,4, . E/2, E/2W/2 .Sec. 20: SW/4NW/4, SW/4 . SW/4SE/4 .Sec. 22: NE/4, N/2SE/4, . SE/4SE/4 .Sec. 26: NW/4NW/4, SE/4NW/4	2444.34	WYW-101779 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
004	T32N-R111W, 6th P.M. .Sec. 29: All .Sec. 30: Lots 1-4, E/2W/2, E/2 .Sec. 31: Lots 1-4, E/2W/2, E/2 .Sec. 32: All	2541.12	WYW-101780 . Effective 11-1-86 . Expires 10-31-96	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Rutter Enterprises 4.0% . Alpine Associates Royalty Fund 2.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
005	T31N-R111W, 6th P.M. .Sec. 6: Lots 1,2,3,4,5,6, . 7,S/2NE/4,SE/4NW/4 . E/2SW/4, SE/4 .Sec. 7: Lots 1,2,3,4, . E/2W/2, E/2	1271.44	WYW-102772 . Effective 12-1-86 . Expires 11-30-96	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Howell Roberts Spear . 2.5% . Alpine Associates Royalty Fund 3.5%	Shama Zoe Limited Partnership 100%
006	T32N-R111W, 6th P.M. .Sec. 11: All .Sec. 13: All .Sec. 14: All	1920.00	WYW-102773 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
007	T32N-R111W,6th P.M. .Sec. 23: All .Sec. 24: All .Sec. 25: E/2, E/2NW/4, SW/4SW/4 .Sec. 26: NE/4NW/4, S/2SE/4 .Sec. 33: W/2 .Sec. 35: NE/4NE/4	2200.00	WYW-102774 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
008	T32N-R111W, 6th P.M. .Sec. 18: Lots 3,4, SE/4SW/4 . T32N-R112W, 6th P.M. .Sec. 12: SE/4SW/4	154.73	WYW-103512 . Effective 8-1-87 . Expires 7-31-97	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%
009	T32N-R111W, 6th P.M. .Sec. 6: Lots 1,2 .Sec. 7: Lot 1, NE/4NW/4, . N/2NE/4	178.32	WYW-104213 . Effective 5-1-88 . Expires 4-30-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
010	T32N-R111W,6th P.M. .Sec. 1: Lots 1-4, S/2SE/4 .Sec. 2: Lots 1-4 .Sec. 3: Lots 1-4 .Sec. 4: Lots 1-4 .Sec. 9: W/2NE/4, NW/4 .Sec. 10: E/2NE/4, SE/4 .Sec. 15: NE/4, E/2SE/4	1285.52	WYW-104824 . Effective 7-1-87 . Expires 6-30-97	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Abby Corporation 3.0% . Alpine Associates Royalty Fund 3.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
011	T30N-R110W, 6th P.M. .That portion of the bed of .the Green River riparian to: .Sec. 21: lots 2, 3, 5 .Sec. 31: Lots 2,5,7,8,12 .Those portions of the beds of .Green River and the New Fork .River riparian to: .Sec. 27: Lot 3 .Sec. 28: Lots 5,6,7,8,9 .Sec. 29: Lots 1,2,3,4,5,6,7 .Sec. 30: Lot 7	300.41	WYW-107050 . Effective 2-1-89 . Expires 1-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
012	T30N-R111W, 6th P.M. .Sec. 26: N/2, N/2S/2, . SE/4SE/4	520.00	WYW-113419 . Effective 10-1-88 . Expires 9-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%
013	T30N-R111W,6th P.M. .Sec. 5: S/2N/2, S/2	480.00	WYW-114057 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
014	T31N-R111W,6th P.M. .Sec. 10: SW/4 .Sec. 14: E/2, SW/4, SE/4NW/4 .Sec. 15: SW/4, W/2E/2, NE/4NE/4 . NE/4SE/4	1080.00	WYW-114058 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
015	T32N-R111W, 6th P.M. .Sec. 21: NE/4NE/4 .Sec. 22: NW/4 .Sec. 28: S/2NW/4,SW/4, . W/2SE/4,SE/4SE/4 .Sec. 33: E/2 .Sec. 34: W/2,W/2SE/4, . SE/4SE/4	1320.00	WYW-114059 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%
016	T31N-R111W, 6th P.M. .Sec. 22: W/2, SE/4, W/2NE/4 . SE/4NE/4 .Sec. 23: E/2, SW/4, E/2NW/4 . SW/4NW/4 .Sec. 26: All	1840.00	WYW-115621 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
017	T30N-R110W,6th P.M. .Sec. 33: N/2N/2	160.00	WYW-118171 . Effective 12-1-89 . Expires 11-30-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
018	T30N-R110W, 6th P.M. .Sec. 29: Lot 7 .Sec. 30: Lot 7	42.24	WYW-119474 . Effective 3-1-90 . Expires 2-28-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
019	T30N-R110W, 6th P.M. .Sec. 31: Lots 2-5, 7-10, . 12, E/2E/2 .Sec. 32: All .Sec. 33: S/2N/2, S/2	1561.75	WYW-121681 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
020	T30N-R111W, 6th P.M. .Sec. 6: Lots 1-4 .Sec. 9: All	798.69	WYW-121684 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
021	T31N-R111W, 6th P.M. .Sec. 17: All .Sec. 18: Lots 1-4, E/2W/2, E/2 .Sec. 20: All .Sec. 21: All	2556.16	WYW-124075 . Effective 5-1-91 . Expires 4-30-2001	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5% (EB under Sec. 20 & 21 only)	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
022	T31N-R111W, 6th P.M. .Sec. 24: All .Sec. 25: N/2, NW/4SW/4, . N/2SE/4, SE/4SE/4	1120.00	WYW-124630 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
023	T30N-R111W, 6th P.M. .Sec. 1: Lots 1,2,3,4, S/2N/2, . S/2 .Sec. 2: Lots 1,2,3,4, S/2N/2, . S/2 .Sec. 12: All .Sec. 13: NW/4NW/4	1957.98	WYW-124634 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
024	T31N-R111W, 6th P.M. .Sec. 19: Lots 1-3, E/2W/2, E/2 .Sec. 28: All .Sec. 29: All .Sec. 30: Lots 1-4, E/2W/2, E/2	2515.52	WYW-125144 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
025	T31N-R111W, 6th P.M. .Sec. 31: Lots 1-4, E/2W/2, E/2 .Sec. 32: N/2, SW/4, . N/2SE/4, SW/4SE/4 .Sec. 33: N/2, N/2SW/4, . SE/4SW/4, SE/4	1838.74	WYW-125145 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
026	T30N-R110W, 6th P.M. .Sec. 20: N/2NE/4 .Sec. 21: Lots 2,3,5, N/2NW/4 .Sec. 28: Lots 6-9, S/2S/2,	537.68	WYW-128799 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
027A	T30N-R111W, 6th P.M. .Sec. 27: All .Sec. 34: N/2 .Sec. 35: N/2, SE/4, NE/4SW/4	1480.00	WYW-128801 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
027B	T30N-R111W, 6th P.M. .Sec. 24: SW/4NW/4, NW/4SW/4	80.00	WYW-139792 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. -All (12.5%)	Starwood, Inc. 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Starwood, Inc. 100%
028	T32N-R111W, 6th P.M. .Sec. 12: All	640.00	WYW-128818 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
029	T30N-R111W, 6th P.M. .Sec. 28: S/2SW/4, SW/4SE/4	120.00	WYW-129373 . Effective 6-1-93 . Expires 5-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
030	T31N-R111W, 6th P.M. .Sec. 2: SW/4NW/4, NW/4SW/4 .Sec. 11: S/2NW/4 .Sec. 13: S/2N/2, N/2SW/4, . SE/4SW/4, SE/4	600.00	WYW-129702 . Effective 8-1-93 . Expires 7-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	John P. Strang 5.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
031	T31N-R111W, 6th P.M. .Sec. 3: NE/4SE/4 .Sec. 12: NW/4NE/4	80.00	WYW-130319 . Effective 10-1-93 . Expires 9-30-03	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
032A	T30N-R110W, 6th P.M. .Sec. 19: Lot 1, E/2NW/4, N/2NE/4 .Sec. 28: Lot 5 .Sec. 29: Lots 1-6, E/2SW/4, . SE/4 .Sec. 30: Lots 3,4,10,11, . NE/4NW/4	779.52	WYW-130732 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	High Plains Associates, etal 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
[redacted]							
032B	T30N-R110W, 6th P.M. .Sec. 19: Lots 2-4, E/2SW/4,	186.27	WYW-139793 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. -All (12.5%)	Alpine Joint Venture-I LLC 100%	High Plains Associates,etal 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5% . Shama Zoe L.P. 1.0%	Alpine Joint Venture-I LLC 100%
033	T30N-R111W, 6th P.M. .Sec. 6: Lots 5,6,7, E/2SW/4, . SE/4NW/4, S/2NE/4, . SE/4 .Sec. 7: Lots 1,2, NE/4, . E/2NW/4 .Sec. 8: All	1439.00	WYW-130735 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	High Plains Associates, etal 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
[redacted]							
034	T31N-R111W, 6th P.M. .Sec. 3: Lots 1-4, S/2N/2, . SW/4, NW/4SE/4, . S/2SE/4 .Sec. 4: Lots 1-4, S/2N/2, S/2 .Sec. 5: Lots 1-4, S/2N/2, S/2 .Sec. 8: All	2522.64	WYW-130736 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. - All (12.5%)	Shama Zoe Limited Partnership 100%	High Plains Associates, etal 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5% (EB under Sec. 3 only)	Shama Zoe Limited Partnership 100%
035	T31N-R111W, 6th P.M. .Sec. 9: W/2NE/4, SE/4NE/4, . NW/4, S/2 .Sec. 10: N/2, SE/4 .Sec. 27: All	1720.00	WYW-130737 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. - All (12.5%)	Shama Zoe Limited Partnership 100%	High Plains Associates, etal 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5% (EB under Sec. 10 only)	Shama Zoe Limited Partnership 100%
[redacted]							

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
036	T31N-R111W, 6th P.M. .Sec. 34: All .Sec. 35: All	1280.00	WYW-130738 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. - All (12.5%)	Shama Zoe Limited Partnership 100%	High Plains Associates, etal 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
037	T30N-R111W, 6th P.M. .Sec. 3: Lots 1-4, S/2N/2, . S/2 .Sec. 10: All .Sec. 11: All	1917.76	WYW-131395 . Effective 2-1-94 . Expires 1-31-2004	U.S.A. -All (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 100%
038A	T30N-R111W, 6th P.M. .Sec. 13: E/2, NE/4NW/4, SW/4, . S/2NW/4 .Sec. 14: All .Sec. 15: All .Sec. 24: N/2NW/4, SE/4NW/4, . NE/4SW/4, S/2SW/4, . W/2E/2, NE/4NE/4, . SE/4SE/4	2360.00	WYW-131396 . Effective 2-1-94 . Expires 1-31-2004	U.S.A. -All (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 100%
038B	T30N-R111W, 6th P.M. .Sec. 24: SE/4NE/4, NE/4SE/4	80.00	WYW-139794 . Effective 2-1-94 . Expires 1-31-2004	U.S.A. -All (12.5%)	Alpine Joint Venture-I LLC 100%	Starwood, Inc. 6.5%	Alpine Joint Venture-I LLC 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
039	T30N-R111W, 6th P.M. .Sec. 17: E/2, N/2NW/4	400.00	WYW-131397 . Effective 2-1-94 . Expires 1-31-2004	U.S.A. -All (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 100%
040	T30N-R111W, 6th P.M. .Sec. 25: E/2E/2, SW/4SE/4	200.00	WYW-131398 . Effective 1-1-94 . Expires 12-31-2003	U.S.A. -All (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 100%
041	T30N-R111W, 6th P.M. .Sec. 22: All .Sec. 23: All .Sec. 25: W/2NE/4, W/2, . NW/4SE/4	1720.00	WYW-131920 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
042	T32N-R111W, 6th P.M. .Sec. 8: N/2SE/4, SE/4SE/4 .Sec. 9: S/2 .Sec. 10: S/2SW/4	520.00	WYW-131921 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
043A	T30N-R111W, 6th P.M. .Sec. 4: Lot 4 .Sec. 5: Lot 1 . T31N-R111W, 6th P.M. .Sec. 2: SW/4SW/4 .Sec. 11: NW/4NW/4 .Sec. 13: SW/4SW/4 .Sec. 15: SE/4SE/4 .Sec. 22: NE/4NE/4 .Sec. 23: NW/4NW/4 .Sec. 32: SE/4SE/4 .Sec. 33: SW/4SW/4	400.03	WYW-135140 . Effective 4-1-95 . Expires 3-31-2005	U.S.A. - All (12.5%)	Shama Zoe Limited Partnership 100%	Ensign Bickford Co. 0.5% (Under all except Sec. 22 & 23)	Shama Zoe Limited Partnership 100%
043B	T30N-R111W, 6th P.M. .Sec. 4: Lots 1-3, . S/2N/2, S/2 .Sec. 5: Lots 2-4	718.64	WYW-136830 . Effective 9-1-95 . Expires 8-31-2005	U.S.A. - All (12.5%)	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
044	T30N-R111W, 6th P.M. .Sec. 16: All	640.00	89-00645 . Effective 10-2-89 . Expires 10-1-94	State of Wyoming -All (16.67%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5%	Shama Kafar Limited Partnership 100%
045	T31N-R111W, 6th P.M. .Sec. 11: NE/4NW/4 .Sec. 16: E/2	360.00	89-00646 . Effective 10-2-89 . Expires 10-1-94	State of Wyoming -All (16.67%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5% (EB under Sec. 11 only)	Shama Kafar Limited Partnership 100%
046	T30N-R110W, 6th P.M. .Sec. 31: Lot 11 . Together with all accretions . and riparian rights thereto . and all right, title, and . interest to the bed of the . Green River	38.40	93-00110 . Effective 04-02-93 . Expires 04-01-98	State of Wyoming -All (16.67%)	Maurice W. Brown 100%	None	Maurice W. Brown 100%
047	T30N-R111W,6th P.M. .Sec. 36: All	640.00	93-00127 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
048	T31N-R111W,6th P.M. .Sec. 16: W/2	320.00	93-00128 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
049	T31N-R111W,6th P.M. .Sec. 36: N/2, SE/4	480.00	93-00129 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
050	T32N-R111W,6th P.M. .Sec. 16: All	640.00	93-00130 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
051	T32N-R111W,6th P.M. .Sec. 34: NE/4SE/4	40.00	93-00131 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%
052	T32N-R111W, 6th P.M. .Sec. 36: All	640.00	93-00132 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83% . Ensign Bickford Co. 0.5%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage	Working Interest and Percentage	
053	T31N-R111W, 6th P.M. Secs. 1 and 12: A tract of land in NE/4NW/4, Sec. 12 and in SE/4SW/4, Sec. 1 desc. in M & B in Bk 6 of Warranty deeds Pg 306, containing 2 acres more or less	2.00	Unleased	High Mountain Ranches	100%	Unleased	100%	None	Unleased	100%
054	T32N-R111W, 6th P.M. Sec. 7: Lots 2,3,4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4 Sec. 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Sec. 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4 Sec. 18: Lots 1,2, E/2, E/2NW/4, NE/4SW/4 Sec. 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Sec. 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4 Sec. 28: NW/4NE/4, N/2NW/4	3497.19	Effective 12-12-93 Expires 12-11-96	George L. Barp and Edith L. Barp (12.5%)	10.00%	Starwood, Inc.	100%	None	Starwood, Inc.	10.00%
			Effective 12-12-93 Expires 12-11-96	Mary M. Meeks Trust (12.5%)	20.00%	Starwood, Inc.	100%	None	Starwood, Inc.	20.00%
	T32N-R112W, 6th P.M. Sec. 12: Lots 1,2,3,4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4		Effective 12-12-93 Expires 12-11-96	Cornelia M. Robinson Trust (12.5%)	10.00%	Starwood, Inc.	100%	None	Starwood, Inc.	10.00%
			Effective 12-12-93 Expires 12-11-96	Joan R. Miller (12.5%)	20.00%	Starwood, Inc.	100%	None	Starwood, Inc.	20.00%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
			Effective 12-12-93 Expires 12-11-96	Vernon J. Gildea and Barbara C. Gildea, 15.00% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 15.00%
			Effective 7-30-93 Expires 7-29-98	Marion G. Pinson 5.00% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 5.00%
			Effective 12-12-93 Expires 12-11-98	Jackie Mae Martin and R. Wilson Martin, 2.50% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 2.50%
			Effective 12-15-93 Expires 12-14-98	Margret Conwell 5.00% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 5.00%
			Effective 8-2-93 Expires 8-1-98	Vernon Bennett and Linda Bennett 3.33% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 3.33%
			Effective 8-2-93 Expires 8-1-98	Beverly Allen and Bobby V. Allen 3.33% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 3.33%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage	Working Interest and Percentage	
			Effective 8-2-93 Expires 8-1-98	Barbara Fury and Tom Fury (12.5%)	3.34%	Starwood, Inc.	100%	None	Starwood, Inc.	3.34%
			Effective 7-1-94 Expires 6-30-99	Sue L. O'Neill (12.5%)	2.50%	Starwood, Inc.	100%	None	Starwood, Inc.	2.50%
055	T32N-R111W, 6th P.M. Sec. 22: SW/4, SW/4SE/4 Sec. 25: W/2NW/4, N/2SW/4, SE/4SW/4 Sec. 26: NE/4, N/2SE/4, SE/4SW/4, N/2SW/4, SW/4NW/4 Sec. 27: N/2NE/4, W/2 Sec. 28: E/2NE/4, SW/4NE/4, NE/4SE/4	1360.00	Effective 12-16-93 Expires 12-15-98	High Mountain Ranches, Inc. (12.5%)	100%	Starwood, Inc.	100%	None	Starwood, Inc.	100%
056	T31N-R111W, 6th P.M. Sec. 1: Lots 3,4, S/2NW/4, SW/4 less 1.00 acre, more or less, in SE/4SW/4 of Sec. 1 desc. in M & B in Bk 6, Pg 306 Sec. 2: Lots 1,2,3,4, SE/4NW/4, S/2NE/4, SE/4, E/2SW/4 Sec. 11: N/2NE/4 Sec. 12: N/2NW/4, less 1.00 acre more or less, in NE/4NW/4 of Sec. 12, desc. in #18 at Bk 6, Pg 306	2036.47	Effective 2-28-94 Expires 2-27-99	Ted C. Frome and Betty B. Frome (12.5%)	25.00%	Starwood, Inc.	100%	None	Starwood, Inc.	25.00%
			Effective 2-28-94 Expires 2-27-99	Doyle F. Child and Elaine C. Child (12.5%)	25.00%	Starwood, Inc.	100%	None	Starwood, Inc.	25.00%
			Effective 8-26-93	John D. Newcomb (12.5%)	16.00%	Starwood, Inc.	100%	None	Starwood, Inc.	16.00%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage	Working Interest and Percentage	
	T32N-R111W, 6th P.M. Sec. 26: SW/4SW/4 Sec. 27: S/2NE/4, SE/4 Sec. 34: NE/4 Sec. 35: SE/4NE/4, W/2NE/4, NW/4, S/2		Expires 8-25-98							
			Effective 2-28-94 Expires 2-27-96	Richard L. Goodman and Beverly B. Goodman (12.5%)	14.00%	Starwood, Inc.	100%	None	Starwood, Inc.	14.00%
			Effective 7-28-93 Expires 7-27-98	Thomas K. Sanford and Sharon R. Sanford (12.5%)	10.00%	Starwood, Inc.	100%	None	Starwood, Inc.	10.00%
			Effective 7-30-93 Expires 7-29-98	Deborah C. Carrick and Benjamin F. Carrick (12.5%)	10.00%	Starwood, Inc.	100%	None	Starwood, Inc.	10.00%
057	T31N-R111W, 6th P.M. Sec. 11: S/2NE/4, SE/4 Sec. 12: S/2N/2, S/2 Sec. 13: N/2N/2	880.00	Effective 6-20-94 Expires 6-19-97	James M. Miller (12.5%)	30%	Starwood, Inc.	100%	None	Starwood, Inc.	30%
			Effective 9-6-94 Expires 9-5-97	Robert M. Miller and Tara L. Miller, h/w (12.5%)	5%	Starwood, Inc.	100%	None	Starwood, Inc.	5%
			Effective 9-6-94 Expires 9-5-97	Kathleen A. Miller (12.5%)	5%	Starwood, Inc.	100%	None	Starwood, Inc.	5%

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			Effective 9-6-94 Expires 9-5-97	Shad Z. Roberts and Patricia M. Roberts, h/w (12.5%)	5%	Starwood, Inc.	100%	None	Starwood, Inc.	5%
			Effective 9-6-94 Expires 9-5-97	Matthew D. Miller and Lisa R. Miller, h/w (12.5%)	5%	Starwood, Inc.	100%	None	Starwood, Inc.	5%
			Effective 9-6-94 Expires 9-5-97	Robert M. Miller as Personal Representative of the Estate of Mildred M. Miller (12.5%)	50%	Starwood, Inc.	100%	None	Starwood, Inc.	50%
058	T31N-R111W, 6th P.M. Sec. 11: SW/4 Sec. 14: N/2NW/4, SW/4NW/4 Sec. 15: NW/4, SE/4NE/4	480.00	Effective 12-9-93 Expires 12-8-95	Darlene J. Smith (12.5%)	20.0%	Starwood, Inc.	100%	None	Starwood, Inc.	20.0%
			Effective 12-9-93 Expires 12-8-95	Joseph E. Legg and Clara Y. Legg (12.5%)	20.0%	Starwood, Inc.	100%	None	Starwood, Inc.	20.0%
			Effective 12-9-93 Expires 12-8-95	Robert M. Smith and Marion A. Smith (12.5%)	20.0%	Starwood, Inc.	100%	None	Starwood, Inc.	20.0%
			Effective 12-9-93	Kent G. Profit and Judith A. Profit	20.0%	Starwood, Inc.	100%	None	Starwood, Inc.	20.0%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage		Working Interest and Percentage	
			Expires 12-8-95	(12.5%)							
			Effective 12-16-93	High Mountain Ranches, Inc. (12.5%)	19.6%	Starwood, Inc.	100%	None		Starwood, Inc.	19.6%
			Expires 12-15-98								
059	T31N-R111W, 6th P.M. Sec. 25: NE/4SW/4, S/2SW/4, SW/4SE/4	160.00	Effective 9-20-93	Michael C. Warren (12.5%)	50%	Starwood, Inc.	100%	Starwood, Inc.	6.0%	Starwood, Inc.	50%
			Expires 9-19-98								
			Effective 9-20-93	Bonney B. Eken (12.5%)	50%	Starwood, Inc.	100%	Starwood, Inc.	6.0%	Starwood, Inc.	50%
			Expires 9-19-98								
060	T31N-R111W, 6th P.M. Sec. 36: SW/4	160.00	Effective 7-8-86	Harry Zimmerman and Lucy Zimmerman (12.5%)	100%	Shama Kafar Limited Partnership	100%	Alpine Associates Royalty Fund	6.0%	Shama Kafar Limited Partnership	100%
			Expires 7-7-96								
061	T30N-R110W, 6th P.M. Sec. 21: Lots 6,7,8,10, SE/4SW/4, SE/4 Sec. 28: Lots 1,2,3,4, NE/4NW/4, N/2NE/4 together with all accretion and riparian rights appurtenant thereto, and also the right, title and interest to the bed of the New Fork River	560.38	Effective 9-10-93	Murdock Land and Livestock Co., a Wyoming Corp. and Joseph W. Murdock and Jeane F. Murdock, h/w (12.5%)	100%	Starwood, Inc.	100%	None		Starwood, Inc.	100%
			Expires 9-9-98								

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052	T30N-R110W, 6th P.M. Sec. 20: Lot 1, S/2NE/4, N/2SE/4 Sec. 21: Lots 4,9, SW/4NW/4 together with all accretion and riparian rights appurtenant thereto, and also the right, title and interest to the bed of the Green River	308.29	Effective 9-10-93 Expires 9-9-98	Murdock Land and Livestock Co., a Wyoming Corp. and Joseph W. Murdock and Jeane F. Murdock, h/w 33.3334% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 33.3334%
			Effective 9-10-93 Expires 9-9-98	Caryn A. Bing 33.3333% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 33.3333%
			Effective 9-10-93 Expires 9-9-98	John H. Schmitz 33.3333% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 33.3333%
053	T30N-R110W, 6th P.M. Sec. 19: S/2NE/4, NW/4SE/4 Sec. 20: NW/4, NE/4SW/4	320.00	Effective 12-15-93 Expires 12-14-98	Benny R. Davis and Karen S. Davis, H/W and Benny J. Davis and Bradley R. Davis 100% (12.5%)	Starwood, Inc. 100%	None	Starwood, Inc. 100%
054	T30N-R110W, 6th P.M. Sec. 20: W/2SW/4, SE/4SW/4, SW/4SE/4 Sec. 29: W/2SW/4 Sec. 30: Lots 8,13, E/2SE/4 Sec. 31: Lot 1, 6 together with all accretion and riparian rights thereto and all right, title, and interest to the bed of the Green River	444.41	Unleased	Martin Junior Wardell, Celia Jane Wardell, and Robert E. Wardell 100%	Unleased 100%	None	Unleased 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage	Working Interest and Percentage	
055	T30N-R110W, 6th P.M. Sec. 19: E/2SE/4, SW/4SE/4, Sec. 30: Lots 1,2,5,6,9,12 together with all accretion and riparian rights thereto and all right, title, and interest to the bed of the Green River	291.78	Effective 9-6-94 Expires 9-5-96	John E. Wardell (12.5%)	50%	Unleased	100%	None	Unleased	50%
			Unleased	Lance L. Hill, Nila M. Hill and Henry L. Hill	50%	Unleased	100%	None	Unleased	50%
056	T30N-R111W, 6th P.M. Sec. 34: S/2 Sec. 35: NW/4SW/4, S/2SW/4	440.00	Unleased	Greenwood and Company	50.0%	Unleased	100%	None	Unleased	50.0%
			Unleased	Jill Greenwood Palm	12.5%	Unleased	100%	None	Unleased	12.5%
			Unleased	Celeste Greenwood Mori	12.5%	Unleased	100%	None	Unleased	12.5%
			Unleased	Elizabeth Greenwood	12.5%	Unleased	100%	None	Unleased	12.5%
			Unleased	James Avery Greenwood	12.5%	Unleased	100%	None	Unleased	12.5%

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ASSIGNMENT AND BILL OF SALE **270730**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2 19 98 9:15 A M
IN BOOK 109 PAGE 706
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pape

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from DAVE DLOUHY, an individual, with an address at 6128 S. Coventry Lane East, Littleton, CO 80123 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained

[redacted] [redacted] [redacted]

in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

DAVE DLOUHY

By: Dave Dlouhy
Name: Dave Dlouhy

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
ELN

By:
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTON
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by DAVE DLOUHY, an individual.

My commission expires:
January 27, 2002

Signature

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

ASSIGNMENT AND BILL OF SALE **270731**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2, 1998 19 9:15 A M
IN BOOK 109 O & G PAGE 710
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy Pope

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from CL MACHINERY COMPANY, a Colorado corporation, with an address at 555 17th Street, Suite 2400, Denver, CO 80202 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

CL MACHINERY COMPANY

ATTEST:

By: _____
Name: Pamela S. Kalstrom
Title: Assistant Secretary

By: _____
Name: Nancy E. Holtz
Title: Assistant Vice President

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
ELW

By: _____
Name: Ron D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Ron D. Howard, on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Nancy E. Holtz, on behalf of CL MACHINERY COMPANY, a Colorado corporation.

My commission expires:

COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

ASSIGNMENT AND BILL OF SALE **270732**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2 1998 9:15 A M
IN BOOK 109 R & P PAGE 714
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from DOLLY FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, with an address at 74 Fir Lane, Evergreen, CO 80439 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

DOLLY FAMILY LIMITED PARTNERSHIP

By: Edward D Dolly
Name: Edward D Dolly
Title: General Partner

ASSIGNEE

AMOCO PRODUCTION COMPANY

By:
Name: R. D. Howard
Title: Attorney-in-Fact

ELM
MWC

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Edward D. Dolly, General Partner on behalf of the DOLLY FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership.

My commission expires:
January 27, 2002

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Signature

Cecily Ann Voruz
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

ASSIGNMENT AND BILL OF SALE **270733**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2 1998 9:15A M
IN BOOK 109 O&G PAGE 716
FEES $ 12.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from WILLIAM J. MILLER AND NANCY MILLER, as Joint Tenants with the Right of Survivorship, with an address at 5233 West Capri Place, Littleton, CO 80123 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

WILLIAM J. MILLER AND NANCY MILLER,
as Joint Tenants with the Right of Survivorship

By: _____
Name: William J. Miller

By: _____
Name: Nancy Miller

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
ELN

By: _____
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by , by WILLIAM J. MILLER AND NANCY MILLER, as Joint Tenants with the Right of Survivorship.

My commission expires:
January 27, 2002

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Signature

Cecily Ann Voruz
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

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ASSIGNMENT AND BILL OF SALE **270734**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2 1998 9:15A M
IN BOOK 109 A&G PAGE 722
FEES $ 12.00 M L L/W COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from GARY YOUNG, an individual, with an address of 4511 Christensen Circle, Littleton, CO 80123 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained

[redacted] [redacted] [redacted]

in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

GARY YOUNG

By: _____
Name: Gary Young

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
ECW

By: _____
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Heather Dawn

Signature

HEATHER DAWN BUNTIN

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by GARY YOUNG, an individual.

My commission expires:
January 27, 2002

NOTARY PUBLIC
CECILY ANN
VORUZ
STATE OF COLORADO

Cecily Ann Voruz

Signature

Cecily Ann Voruz

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

ASSIGNMENT AND BILL OF SALE **270735**

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED December 2 19 98 9:15 A M
IN BOOK 109 O&G PAGE 726
FEES $ 12.00 Mary L Lilford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from HAL B. KOERNER, JR. AND DIANE LYNN KOERNER, as Joint Tenants with the Right of Survivorship, with an office or mailing address at 555 17th Street, Suite 2400, Denver, CO 80202 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the interests described in Exhibit "A". All of the properties (real, personal, mixed, contractual or otherwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants

and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

Hal B. Koerner, Jr., as Joint Tenant
with Right of Survivorship

Diane Lynn Koerner, as Joint Tenant
With Right of Survivorship

ASSIGNEE

AMOCO PRODUCTION COMPANY

MWC
EL

By:
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Hal B. Koerner, on behalf of Hal B. Koerner, Jr. and Diane Lynn Koerner, as Joint Tenants with Right of Survivorship.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
To Assignment and Bill of Sale
dated October 9, 1998
Sublette County, Wyoming

LESSOR	LESSEE	DATE	DESCRIPTION
WYW-130316	McLish Resources L.P.	10/1/93	T29N-R108W Section 1: Lot 4, SW/4NE/4, S/2NW/4, S/2 Section 12: All Section 13: NE/4, N/2NW/4, NE/4SE/4
WYW-130317	McLish Resources L.P.	10/1/93	T29N-R108W Section 2: Lots 1-4, S/2N/2, S/2 Section 3: S/2NE/4, SE/4NW/4, N/2SE/4, SE/4SE/4 Section 11: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4

ASSIGNMENT AND BILL OF SALE **270736**

RECORDED December 2 19 99 9:15A M
IN BOOK 109 M & P PAGE 730
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 9th day of October, 1998, but effective as of the 1st day of July, 1998 ("Effective Time"), is from ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, for itself and as agent for Anschutz Western Corporation, a Colorado corporation, each with an office at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 (hereinafter referred to as "Assignor") to AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee all of Assignor's right, title and interests (real, personal, mixed, contractual or otherwise) in, to and under or derived from the following:

1. All oil and gas leasehold interests, royalty interests, overriding royalty interests, mineral interests, production payments, net profits interests and surface interests which are associated with or attributable to the interests described in Exhibit "A";

2. All presently existing and valid unitization, communitization and pooling declarations, orders, and agreements (including all units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of any governmental entity or tribal authority having appropriate jurisdiction) to the extent they relate to any of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto;

3. All presently existing and valid oil sales contracts, casinghead gas sales contracts, gas sales contracts, processing contracts, gathering contracts, transportation contracts, balancing contracts, easements, rights-of-way, servitudes, surface leases, subsurface leases, farm-out contracts, farm-in contracts, operating agreements, areas of mutual interest and other contracts, agreements and instruments to the extent they relate to any of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto; and

4. All personal property, improvements, fixtures, wells (whether producing, plugged and abandoned (to the extent such wells were plugged and abandoned in compliance with the laws), shut-in, injection, disposal or water supply), tanks, boilers, buildings, machinery, vehicles, equipment, pipelines, utility lines, power lines, telephone lines, imbalances (production, gathering, transportation, processing or otherwise), suspense funds, water rights, roads, permits, licenses and other appurtenances, to the extent the same are situated upon and used or held for use by Assignor in connection with the ownership, operation, maintenance or repair of the interests which are described in Exhibit "A", or the production of oil, gas or other hydrocarbon and non-hydrocarbon substances attributable thereto.

All of the properties (real, personal, mixed, contractual or otherwise) described above are referred to as "Properties". ASSIGNOR EXPRESSLY EXCEPTS, RESERVES AND RETAINS, unto itself, its successors and assigns from the Properties the following:

(a) The overriding royalty interest owned by Anschutz Exploration Corporation Royalty Pool covered by that certain Purchase and Sale Agreement - ORRI dated the 26th day of August, 1998; and

(b) The overriding royalty interest owned by CL Machinery Company covered by that certain Purchase and Sale Agreement - ORRI dated the 26th day of August, 1998.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor shall warrant title to and forever defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT (a copy of which can be obtained from Assignor at the above referenced address) dated the 26th day of August, 1998, by and between Assignor and Assignee ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

ANSCHUTZ EXPLORATION CORPORATION,
for itself and as agent for
Anschutz Western Corporation

ATTEST:

By: _____
Name: Nancy E. Holtz
Title: Assistant Secretary

By: _____
Name: William J. Miller
Title: Vice President

ASSIGNEE

AMOCO PRODUCTION COMPANY

By: _____
Name: R. D. Howard
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by R. D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by William J. Miller, Vice President on behalf of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, for itself and as agent for Anschutz Western Corporation, a Colorado corporation.

My commission expires:

MY COMMISSION EXPIRES 5/19/2002

Signature

HEATHER DAWN BUNTIN
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

EXHIBIT "A"
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WYW-144999	Anschutz Corporation	8/1/97	T29N-R108W Section 1: Lots 1-3, SE/4NE/4