ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that MELANGE ASSOCIATES, INC., 821 17th Street, Suite 600, Denver, CO 80202, 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 amount shown below:

NAME	ADDRESS	PERCENT
Gary C. Stewart	25518 Foothills Dr. N. Golden, CO 80401	0.25%

BEING in all a total of an undivided 1% 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 on Exhibit "A" attached hereto and by reference made a part hereof.

WITNESS my hand on this 6th day of April, 1998.

MELANGE ASSOCIATES, INC.

Gary C. Stewart, President

STATE OF COLORADO)
)ss:
COUNTY OF DENVER)

On this 20 day of November 1998 before me personally appeared Gary C. Stewart President of Melange Associates, Inc., a Colorado corporation, to me known to be the person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of the corporation.

In witness whereof, I have hereunto set my hand and seal this 20 day of November, A.D. 1998

Notary Public

My commission expires: 1-19-02

270737

RECORDED December 2 1998 10:00 AM
IN BOOK 110 of 6 PAGE 1
FEES $84.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Burton

Exhibit "A" to Assignment of Overriding Royalty from Ultra Resources, Inc. to John E. Lucken Trust, etal

LEASE NO.	LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
WY-1122	USA WYW-0320797	MARGARET ALLEN	12/1/65	T27N-R110W, 6TH PM SEC. 23: SW/4, SE/4 SEC. 26: SW/4, N/2SE/4, SW/4SE/4, NW/4, NE/4
WY-1123	USA WYW-015314	EDWIN L. GUENZEL	6/1/52	T30N-R108W, 6TH PM SEC. 8: S/2 SEC. 9: S/2 SEC. 10: NE/4, S/2 SEC. 14: SW/4 SEC. 15: ALL SEC. 17: N/2 SEC. 22: NE/4 SEC. 23: NW/4
WY-1124	USA WYW-06269	DONALD B. ANDERSON	6/1/52	T31N-R109W, 6TH PM SEC. 13: ALL SEC. 14: E/2 SEC. 24: E/2SW/4, N/2, SE/4 SEC. 25: ALL SEC. 35: W/2, S/2NE/4
WY-1125	USA WYW-06270	DONALD B. ANDERSON	6/1/51	T31N-R109W, 6TH PM SEC. 1: LOTS 1,2,3,4, S/2NW/4, NW/4SW/4 SEC. 2: ALL SEC. 3: ALL SEC. 9: S/2SE/4 SEC. 10: NE/4, NW/4SE/4, W/2 SEC. 11: N/2NW/4 SEC. 12: LOTS 6, 7,8,10, S/2SE/4, NE/4SE/4, SE/4SW/4
WY-1126	USA WYW-06283	FLOYD H. SCHROEDER	6/1/51	T30N-R108W, 6TH P.M. SEC. 6: LOTS 3,4,5,6,7, E/2SW/4, SE/4NW/4 SEC. 7: LOTS 1, 2, E/2NW/4 T31N-R108W, 6TH PM

ULTRA LEASE NO.	LESSOR A/U/E	LESSEE NAME	LEASE DATE	LEGAL DESCRIPTION
				SEC. 19: LOTS 1-4, E/2NW/4, E/2SW/4 SEC. 30: LOTS 1-4 E/2W/2 SEC. 31: LOTS 1-4, E/2W/2
WY-1127	USA WYW-06286	DONALD B. ANDERSON	6/1/51	T32N-R109W, 6TH P.M. SEC. 27: S/2, NW/4 SEC. 28: SE/4, NE/4 SEC. 33: E/2 SEC. 34: ALL SEC. 35: ALL
WY-1128	USA WYW-06933	S. J. JELSO	7/1/51	T30N-R108W, 6TH P.M. SEC. 5: ALL SEC. 7: NE/4 SEC. 8: N/2 T31N-R108W, 6TH PM SEC. 17: SW/4 SEC. 18: E/2 SEC. 20: W/2 SEC. 30: E/2 SEC. 32: W/2
WY-1146	USA WYW-06934	R. A. TROMBLEY	7/1/51	T30N-R108W, 6TH PM SEC. 6: LOTS 1,2,S/2NE/4, SE/4 SEC. 7: LOTS 3, 4, E/2SW/4, SE/4 T31N-R108W, 6TH PM SEC. 19: E/2 SEC. 29: W/2 SEC. 31: E/2 T30N-R109W, 6TH PM SEC. 11: SE/4 SEC. 12: S/2
WY-1129	USA WYW-015315	MARY A. GUENZEL	6/1/52	T32N-R109W, 6TH PM SEC. 7: LOTS 1,2,5,6,7,8,11,12

Exhibit "A" to Assignment of Overriding Royalty from Ultra Resources, Inc. to John E. Lucken Trust, etal

ULTRA LEASE NO.	LESSOR NAME	LESSEE NAME	LEASE DATE	LEGAL DESCRIPTION
				SEC. 18: E/2 SEC. 19: E/2 SEC. 20: ALL SEC. 21: W/2 T33N-R109W, 6TH PM SEC. 32: SW/4, S/2NW/4, NE/4NW/4
WY-1130	USA WYW-015316	FRED M. MANNING, JR	6/1/52	T30N-R108W, 6TH PM SEC. 3: SW/4 SEC. 4: ALL SEC. 9: N/2 SEC. 10: NW/4 T31N-R108W, 6TH PM SEC. 29: E/2 SEC. 32: E/2 SEC. 33: W/2
WY-1131	USA WYW-015317	R. L. MANNING	6/1/52	T32N-R109W, 6TH PM SEC. 4: LOTS 8,9,10,15,16 SEC. 9: ALL SEC. 15: W/2 SEC. 21: NE/4 SEC. 22: N/2 T33N-R109W, 6TH PM SEC. 34: W/2E/2, E/2W/2
WY-1147	USA WYW-016155	ROBERT O. ANDERSON	7/1/52	T30N-R107W, 6TH PM SEC. 7: W/2SE/4 SEC. 18: ALL SEC. 19: ALL SEC. 20: E/2SE/4, W/2E/2, W/2 SEC. 30: LOTS 1-4, E/2W/2, W/2NE/4
WY-1132	USA WYW-016158	PHIL D. HELMIG	7/1/52	T30N-R107W, 6TH PM SEC. 7: LOTS 1-4, E/2W/2

ULTRA LEASE NO.	LESSOR NAME	LESSEE NAME	LEASE DATE	LEGAL DESCRIPTION
				T30N-R108W, 6TH PM SEC. 25: ALL SEC. 26: ALL SEC. 34: NE/4, N/2SE/4, N/2NW/4 SEC. 35: N/2S/2, N/2, S/2SE/4
WY-1133	USA WYW-016161	PHIL D. HELMIG	7/1/52	T30N-R108W, 6TH PM SEC. 11: E/2E/2 SEC. 12: ALL SEC. 13: ALL SEC. 14: NE/4, N/2SE/4, SE/4SE/4, NE/4NW/4, S/2NW/4 SEC. 24: ALL
WY-1134	USA WYW-016162	PHIL D. HELMIG	7/1/52	T30N-R108W, 6TH PM SEC. 1: LOTS 2-4, SW/4NE/4, S/2, S/2NW/4 SEC. 2: ALL SEC. 3: LOTS 1-4, S/2N/2, N/2SE/4, SE/4SE/4 SEC. 11: W/2E/2, W/2 SEC. 27: E/2, E/2W/2
WY-1148	USA WYW-016167	H. E. HARRINGTON	7/1/52	T32N-R109W, 6TH PM SEC. 3: LOT 4, SW/4NW/4, W/2SW/4, SE/4SW/4 T33N-R109W, 6TH PM SEC. 19: LOTS 1-4, E/2W/2 SEC. 27: SW/4, SW/4NW/4, SW/4SE/4 SEC. 30: ALL SEC. 31: ALL SEC. 34: E/2E/2 SEC. 35: SW/4, SW/4NW/4
WY-1135	USA WYW-018039	MORRIS KLINE	10/1/52	T30N-R108W, 6TH PM SEC. 3: SW/4SE/4 SEC. 14: SW/4SE/4, NW/4NW/4 SEC. 17: SE/4SE/4 SEC. 18: NE/4NE/4

ULTRA LEASE NO.	LESSOR NAME	LESSEE NAME	LEASE DATE	LEGAL DESCRIPTION
				SEC. 22: NE/4SW/4 SEC. 23: SW/4NE/4 T31N-R108W, 6TH PM SEC. 33: NW/4NE/4, SW/4SE/4
WY-1136	USA WYW-026025	GRISELDA M. BENNETT	4/1/50	T31N-R109W, 6TH PM SEC. 14: S/2NW/4, SW/4 SEC. 15: LOTS 7, 8, E/2SW/4, SE/4 SEC. 22: E/2, NW/4 SEC. 23: ALL SEC. 24: W/2SW/4 SEC. 26: ALL SEC. 27: E/2NE/4 SEC. 35: N/2NE/4
WY-1137	USA WYW-026026	ELIZABETH RAWSON	4/1/50	T31N-R109W, 6TH PM SEC. 11: LOT 1 SEC. 12: LOTS 5 & 9 (MORE FULLY DESCRIBED IN LEASE) SEC. 15: LOTS 7 & 8 IN RIVER BED
WY-1138	USA WYW-08589	JEAN HARMON	10/1/51	T32N-R109W, 6TH PM SEC. 5: LOTS 2-4, S/2 SEC. 6: LOTS 1-10, SE/4 SEC. 7: E/2 SEC. 8: ALL SEC. 17: ALL
WY-1139	USA WYW-08592	GWEN KEIF	11/1/51	T33N-R109W, 6TH PM SEC. 21: S/2S/2 SEC. 28: ALL SEC. 29: ALL SEC. 32: E/2 SEC. 33: ALL SEC. 34: W/2W/2

Exhibit "A" to Assignment of Overriding Royalty from Ultra Resources, Inc. to John E. Lucken Trust, etal

LEASE NO.	LESSOR NAME	LESSEE NAME	LEASE DATE	LEGAL DESCRIPTION
WY-1140	USA WYW-08593	GWEN KEIF	10/1/51	T33N-R109W, 6TH PM SEC. 17: S/2NE/4, W/2, SE/4 SEC. 18: LOTS 1-4, E/2W/2, E/2 SEC. 19: E/2 SEC. 20: ALL SEC. 21: W/2NE/4, NW/4, N/2S/2
WY-1141	USA WYW-114051	SHAMA KAFAR LIMITED PARTNERSHIP	12/1/88	T33N-R110W, 6TH PM SEC. 23: ALL
WY-1142	USA WYW-113418	SHAMA KAFAR LTD PARTNERSHIP	10/1/88	T33N-R110W, 6TH PM SEC. 22: E/2E/2, NW/4NE/4 SEC. 26: ALL SEC. 27: E/2E/2 SEC. 34: E/2NE/4, NE/4SE/4 SEC. 35: ALL
WY-1143	USA WYW-113417	SHAMA KAFAR LTD PARTNERSHIP	10/1/88	T32N-R110W, 6TH PM SEC. 2: LOTS 1,2,3,4, S/2S/2 SEC. 3: LOTS 1,2,3,4, S/2S/2 SEC. 4: LOTS 1, 2, S/2SE/4 SEC. 11: E/2NE/4
WY-1144	USA WYW-133768	LCM LTD LLC	10/1/94	T30N-R109W, 6TH PM SEC. 13: S/2NW/4, S/2 SEC. 14: ALL
WY-1145	USA WYW-135124	MERIDIAN OIL	2/1/95	T32N-R109W, 6TH PM SEC. 21: SE/4 SEC. 22: S/2 SEC. 23: ALL SEC. 24: W/2NW/4, SE/4NW/4, S/2

270743

RECORDED December 2 1998 2:35PM
IN BOOK 110 O+G PAGE 8
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

EXECUTED this 8th day of June, 1998.

ATTEST:

By: _____
Lynne M. Baalman, Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Louis A. Oswald, III, President

ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

On this 8th day of June, 1998, before me personally appeared Louis A. Oswald, III, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Louis A. Oswald, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of June, 1998.

_____
Lynn A. McBride Notary Public

My commission expires: 2/11/2001

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
10419M	James T. Noble and Margret Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Tonwship 34 North, Range 110 West, 6th P.M. Section 4: Lot 1(36.34), SE4NE4, SE4SW4, SW4SE4 Section 9: E2, NE4NW4 Section 10: that part of the SW4SW4 containing 31.8 acres and that part of NW4NW4 containing 6.6 acres both more fully described in Deed Book 26, Page 276. Section 29: SW4SW4, W2NW4 and that part of N2SW4 and NW4SE4 lying north of U.S. Highway 191 more fully described in Quit Claim Deed Book 1, Page 276. Section 30: That part of SE4NE4 lying north of U.S. Highway 191 more fully described in Quit Claim Book 1, Page 547. Township 35 North, Range 110 West, 6th P.M. Section 27: S2SW4, NW4SW4, SW4SE4 Section 28: N2SE4, SE4SE4 Section 33: E2 Section 34: NW4, S2NE4, NW4NE4 Section 35: N2SW4, S2SE4, NW4SE4, S2NW4 Section 36: S2 Township 36 North, Range 110 West, 6th P.M. Section 9: N2SE4, SE4NE4 Section 10 : SW4NW4	2,342.74	107	295
11018A	Grace A. McIntosh, a widow; Mary Lu Matylinski, a married woman dealing in her sole and separate property; Carrol D.McIntosh, a married man dealing in his sole and separate property	High Plains Associates, inc.	1/21/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: SE4NW4, E2SW4 Section 9: SE4, E2W2, S2NE4, less and except that tract deeded to Upper Green River Cemetery District situated in part in the W2NE4SW4, more particularly described in Quit Claim Deeds Book 5, Page 544 Section 10: SW4NW4, W3SE4NW4, W2SW4, W3E2SW4	671.40	107	369

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11019B	Elizabeth A. Ellis, Trustee of the Trust I Estate	High Plains Associates, Inc.	11/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 20: NE4NE4 Section 21: NW4NW4	80.00	107	246
11019C	Marjorie Buck, a widow	High Plains Associates, Inc.	11/11/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 20: E2SE4, SE4NE4 Section 21: E2W2, SW4NW4, NW4SW4 Section 28: E2NW4, NW4NW4, SW4 Section 29: Lots 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE4, SW4NE4, SE4 Section 32: N2 Section 33: NW4	1,602.48	107	367
11019D	Elizabeth A. Ellis, Trustee of the Anne E. Barger Family Trust	High Plains Associates, Inc.	11/13/97	Sublette	Wyoming	Township 33 North, Range 108 West Section 33: S2SE4, NW4SE4 Township 32 North, Range 108 West Section 5: Lot 3(34.79), Lot 4(34.68), SE4NW4 and all that part of the SW4NW4 lying and being North of Wyoming State Highway 187 (containing 32.90 acres, more or less) Section 6: all that part of Lot 4 lying and being North of Wyoming State Highway 187 (containing 31.54 acres, more or less) Section 20: NE4NE4 Section 21: NW4NW4	373.91	109	350
11023B	Vernon J. Gildea and Barbara C. Gildea, husband and wife	High Plains Associates, Inc.	7/1/97	Sublette	Wyoming	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4, W2SE4, SE4SE4 Section 11: S2NW4, N2SW4	635.67	109	337

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11023C	Cornelia M. Robinson, Trustee of the Cornelia M. Robinson Trust and Successor Trustees	High Plains Associates, Inc.	3/10/98	Sublette	Wyoming	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: W2, SE4, SW4NE4	596.39	107	563
11024D	1st Interstate Bank Trustee of the Margaret E. Conwell Trust	High Plains Associates, Inc.	8/25/97	Sublette	Wyoming	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4; W2SE4; SE4SE4 Section 11: S2NW4; N2SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: S2SW4; W2SE4 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; SW4SE4 Section 34: E2SW4	2,547.30	107	213
11049D	Floyd L. Briggs, Jr. and Kathryn Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 113 West,6th P.M. Section 1: SW4 Township 35 North, Range 113 West, 6th P.M. Section 34: S2S2	320.00	107	225

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11058D	Heidi J. Bayer, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1 (40.64), SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4 NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	249
11058E	Mary B. Young, aka Mary C. Bayer and R. Todd Young, wife and husband	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1 (40.64),SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4, NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	252

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11058F	William C. Kronzer, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1(40.64), SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4, NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	371
11058G	Nancy Reinwald, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/16/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 8: SW4NW4	40.00	107	365
11058H	Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 8: SW4NW4	40.00	107	363
11070C	Ruth M. Darland, a single person, heir of Velma O. Meyers	High Plains Associates, Inc.	8/11/97	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 15: SE4	160.00		
11070E	Dempsey J. Barron	High Plains Associates, Inc.	7/16/97	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 7: SE4SE4 Section 8: E2SW4, SW4SW4 Section 13: W2SE4, less a 4 acre tract described in Warranty Deed,recorded in Book 14 of Deeds at Page 543 Section 14: SE4, SW4 Section 23: E2E2 Section 24: N2, N2SE4, E2SW4 Section 26: NE4NE4	1,236.00	107	374

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11071B	Douglas J. Vickery or Lynda Vickery, husband and wife	High Plains Associates, Inc.	10/9/97	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 28: SW4, less and except the East 30 feet of the SW4 Section 29: E2SW4, SE4, less and except that tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of S2 of Section 29, South 89 degrees 45 minutes 43 seconds West, 2,056.39 feet from the East one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1,290.02 feet to the point of beginning. Section 32: NE4, NW4SE4 Section 33: W2NW4, E2W2, less and except the East 30 feet of the E2W2	800.88	107	377

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11095A	Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10/28/94	Steve Tofte	7/1/97	Sublette	Wyoming	Township 34 North, Range 113 West 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, SW4SE4 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	2,345.60	107	380

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11096A	Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10/28/94	High Plains Associates, Inc.	7/1/97	Sublette	Wyoming	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: W2, SE4, SW4NE4 Township 34 North, Range 112 West, 6th P.M. Section 14: SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: S2SW4, W2SE4 Section 22: N2NW4, SW4NW4 Section 34: E2SW4 Townshp 33 North, Range 111 West, 6th P.M. Section 1: Lots 3(39.86), 4(39.81), S2NW4, SW4 Section 2: Lots 1(39.82), 2(39.89), 3(39.97), SE4NW4,NE4SW4,S2NE4,SE4 Township 34 North, Range 111 West, 6th P.M. Section 35: E2SW4, SWSE4, less tracts containng 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. Township 34 North Range 113 West, 6th P.M. Section 2: Lots 3 (38.23), 4(38.04),;S2NW4 Section 3: Lots 1(38.12),2(38.48), S2NE4	2,335.93	109	342
11100D	Barbara Joan Bachmeyer and Kenneth Bachmeyer, wife and husband	High Plains Associates, Inc.	8/15/97	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: Lots 3(39.20), 4(38.88), S2NW4 Section 2: Lots 1(38.62), 2(38.43), S2NE4 Section 3: Lots 3(38.84), 4(39.20), S2NW4 Section 4: S2	793.17	107	361

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11101A	Mayme Ball Devine, a widow	High Plains Associates, Inc.	7/19/97	Sublette	Wyoming	Tract 1 Township 34 North, Range 113 West, 6th P.M. Section 11: S2SW4 Section 13: W2SW4, SE4SW4, SW4SE4 Section 14: SE4, NE4SW4, NW4 Section 15: E2NE4, NW4NE4, NE4NW4 Section 23: NE4, N2SE4 Section 24: NW4, NW4SW4, W2NE4, NE4NE4 Containing 1320 acres, more or less Tract 2 Township 34 North, Range 112 West, 6th P.M. Section 6: Lot 5(38.51), SE4NW4 Township 34 North, Range 113 West, 6th P.M. Section 1: S2NE4 Containing 158.51 acres, more or less Tract 3 Township 34 North, Range 112 West, 6th P.M. Section 7: Lots 3(38.78), 4(38.85), N2SE4, SW4SE4, E2SW4 Section 8: NW4SW4 Section 18: Lots 1(38.89), 2(38.90), 3(38.92), 4(38.93), E2NW4, NE4SW4, W2NE4, NW4SE4 Section 19: Lot 1(38.95), NE4NW4 Township 34 North, Range 113 West, 6th P.M. Section 1: N2SE4, SE4SE4 Section 12: SE4 Section 13: NE4, N2SE4, SE4SE4 Containing 1352.22 acres, more or less	2,830.73	107	386

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11102A	Carolyn C. Ball, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lot 1,2,3,4, S2N2,SE4SE4, NE4SW4, SE4SW4, SW4SE4, W2SW4 Section 6: Lot 4,5, 6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	359
11102B	Richard L. Goodman	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: W2SW4 Section 6: Lots 5, 6, S2NE4, SE4NW4, NE4SW4, SE4 Section 8: NW4NW4, NE4NW4, N2NE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1 (NE4NE4)	677.46	109	421
11102C	Rosella Bischoff, aka Sally Bischoff, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	357

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11102D	Shirley May Bischoff, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North,Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	355
11102E	Helen Josephine Ball LaBass, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North,Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	353
11102F	Carmen Delceg heir of Delbert J. Arthur and Caroline Ball Arthur	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SW4SE4, W2SW4, SE4SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	351

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11102G	Delano Arthur heir of Delbert J. Arthur and Caroline Ball Arthur	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4, SW4SE4, W2SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	349

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11102H	Alvin B. Pearson, Jr. and Lillian I. Pearson, Trustees of The Pearson Revocable Trust dated January 24, 1991	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Parcel #1 Township 34 North, Range 110 West, 6th P.M. Section 13: W2E2, N2NW4, NE4SW4, SE4NW4, less and except an 11.9 acre tract more fully described in QCD Book 5, Page 358 Section 24: NW4NE4 Township 34 North, Range 111 West, 6th P.M. Section 19: Lots 1(38.05), 2(38.15), 3(38.25), E2SW4, W2SE4, SE4SE4, less and except an 85.35 acre tract more fully described in Warranty Deed Book 15, Page 362. Section 30: NE4, N2SE4 Parcel #2 Township 34 North, Range 112 West, 6th P.M. Section 25: S2SW4 Parcel #3 Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1(39.96), 2(39.98), 3(39.98), 4(40.00), S2N2, NE4SW4, N2SE4, SE4SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Parcel #4 Township 35 North, Range 111 West, 6th P.M. Section 5: SW4, SW4NW4 Section 6: Lots 1(39.37), 2(39.55), 3(39.73), 4(36.24), SE4NW4, S2NE4, NE4SE4 Township 36 North, Range 111 West, 6th P.M. Section 31: Lot 4(36.26), SE4SW4, SW4SE4	2,328.27	107	229

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11102I	John T. Bischoff, aka John Bischoff	High Plains Associates, Inc.	10/7/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4,SW4SE4, W2SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	431
11127A	Michael R. Nystrom, by Donna Grace Nystrom, Attorney-in-Fact	High Plains Associates, Inc.	9/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 4: W2SW4 Section 5: Lot 4(38.02), S2NW4, SW4NE4, N2SE4, SE4SE4 Section 6: Lots 1(38.39), 2(38.88), 3(39.38), S2NE4, SE4NW4, NE4SW4, N2SE4 Section 8: N2NE4 Section 9: NW4NW4, SE4NW4, E2SW4 Section 17: SE4NE4 Township 35 North, Range 110 West, 6th P.M. Section 31: SE4, E2W2 Section 32: W2SW4	1,394.67	107	304
11132A	Kenneth Perry, Jr., a married man dealing on his sole and separate property	High Plains Associates, Inc.	10/23/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: S2SW4 Section 14: SE4 Section 23: E2 Section 24: SW4, S2SE4, NE4SE4, SE4NE4, NW4 Township 32 North, Range 107 West, 6th P.M. Section 19: Lot 1(36.00), Lot 2(36.00)	1,112.00	107	347
11133A	Herman A. Genetti and Imogene Genetti, husband and wife	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: SW4, N2SE4	240.00	107	345

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11133B	Thelma L. Ditton, a widow	High Plains Associates, Inc.	12/9/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 14: W2W2 Section 22: N2SE4, SW4	400.00	107	343
11134	Eastfork Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 31 North, Range 105 West, 6th P.M. Section 6: Lots 4(36.60), 5(36.69) Township 31 North, Range 106 West, 6th P.M. Section 1: Lot 1(40.06), SE4NE4 Section 3: Lots 1(40.60), 2(40.60), 4(40.68), S2NE4,NW4SW4 Section 4: Lots 1(40.55), 2(40.49), 3(40.43), S2NE4, SE4NW4, NE4SE4, SE4SW4 Section 6: Lots 4(35.97), 5(36.00), 6(36.25), 7(36.35), E2SW4, SE4 Section 7: Lots 3(36.49), 4(36.67), E2NW4, W2NE4, NE4NE4 Section 9: NW4NW4 Township 31 North, Range 107 West, 6th P.M. Section 1: Lots 1(40.02), 2(40.08), 3(40.12), 4(40.18), S2N2, S2 Section 12: N2NE4 Township 32 North, Range 106 West, 6th P.M. Section 34: SW4NE4, SE4NW4, SE4, E2SW4 Section 35: S2	2,774.83	107	389
11135A	Laura Fay Lozier, a single person	High Plains Associates, Inc.	10/16/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	341

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11135B	Thelma L. Ditton, a widow	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4 Lots 2(35.28) 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	339
11135C	Sylvia Eckard and James Eckard, wife and husband	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28) 3 (35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	337
11135D	Leonard J. Jensen	High Plains Associates, Inc.	10/16/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	335
11135E	Daniel Carlson and Pam J. Carlson, husband and wife	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20) SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	333
11135F	Jimmy Ditton and Rose Ditton, husband and wife	High Plains Associates, Inc.	10/24/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	331

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11135G	Marilyn Kay Penton and John B. Penton, wife and husband	High Plains Associates, Inc.	11/14/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	329
11135H	Gary G. Jensen, a married man dealing in his sole and separate property	High Plains Associates, Inc.	11/14/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	463
11135I	J. Thomas Johnston, Trustee of "The J. Thomas Johnston Trust" dated October 21, 1988 and Jane H. Johnston, Trustee of "The Jane H. Johnston Trust" dated October 21, 1988	High Plains Associates, Inc.	12/5/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	106	629

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HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
11136A	Bousman Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 1: SE4SE4 Section 12: N2, SW4, N2SE4, SW4SE4, N2SE4SE4, SW4SE4SE4 Section 13: NE4, NW4NW4 Township 33 North, Range 107 West, 6th P.M. Section 20: S2SW4 Section 21: S2SW4 Section 29: N2NE4, SW4NE4, NW4SE4 Township 33 North, Range 108 West, 6th P.M. Section 22: SE4SE4, lying and being situate east of the centerline of the channel of Boulder Creek Section 23: SW4 Section 26: W2NW4 Section 27: NE4NE4, lying and being situate east of the centerline of the channel of Boulder Creek	1,490.00	107	392
11137A	Floyd E. Bousman, a single man	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 11: NE4 Section 22: N2	480.00	107	465
11138A	Jules S. Dreyfous and Margaret C. Dreyfous, husband and wife	High Plains Associates, Inc.	10/15/97	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 7: SE4SE4 Section 17: SW4NE4, S2NW4, SW4, SW4SE4 Section 18: NE4, N2SE4 Section 20: E2NW4, NW4NE4	720.00	107	461
11139A	Thomas Carl Flynn, aka Tommy Flynn, a single man, and Daniel Paul Flynn, aka Danny Flynn, a single man	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: S2SW4 Section 24: N2NW4	160.00	107	459
11140A	J. Paul Allen	High Plains Associates, Inc.	10/15/97	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 19: E2SW4 Section 30: E2NW4	160.00	107	457

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11141A	William D. Thomas, a widower	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: SW4, N2SE4 Section 25: NW4NE4, N2NW4	360.00	107	455

EXHIBIT "A"

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HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
11141B	East Fork Rod and Gun Club	High Plains Associates, Inc.	10/25/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 25: All of the Northwest Quarter of the Northeast Quarter (NW4NE4) of Section 25, and a portion of the North Half of the Northwest Quarter (N2NW4) of Section 25, all in Township 32 North, Range 108 West of the 6th Principal Meridian, Sublette County, Wyoming, all of which land is particularly described by metes and bounds as follows: Beginning at a point on the West boundary line of said Section 25, which point lies South a distance of 808.8 feet from the Northwest corner of said Section 25, in Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, according to the original survey thereof; thence North 44 degrees 42' East, a distance of 440.3 feet to a point; thence North 67 degrees 17' East, a distance of 572.2 feet to a point; thence South 65 degrees 58' East, a distance of 296.1 feet to a point; thence South 34 degrees 10' East, a distance of 236.1 feet to a point; thence South 48 degrees 55' East, a distance of 100 feet to a point; thence South 88 degrees 01' East, a distance of 100 feet to a point; thence North 36 degrees 03' East, a distance of 541.6 feet to a point; thence South 79 degrees 48' East, a distance of 270.0 feet to a point; thence North, a distance of 262.2 feet to a point on the North boundary line of said Section 25, which point lies South 89 degrees 47' East, a distance of 2002.2 feet from the Northwest corner of said Section 25; thence South 89 degrees 47' East, a distance of 1935.05 feet to the Northeast corner of the NW4NE4 of said Section 25; thence South, a distance of 1320 feet to the Southeast corner of the NW4NE4 of said Section 25; thence North 89 degrees 47' West, a distance of 3935.25 feet to a point on the West boundary line of said Section 25; thence North along the West boundary line of said Section 25, a	120.00	107	395

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						distance of 511.2 feet to the point of beginning, all of the land comprising 100 acres, more or less. Section 25: A tract of land lying in the Northwest Quarter (NW4) of Section Twenty-five (25), Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and being more particularly described as follows; Beginning as a point that lies on the North line of Section 25 and South 89 degrees 47' East, a distance of 1870.58 feet from the Northwest corner of said Section 25. The Northwest corner of Section 25 being monumented by a 5/8" diameter rebar with aluminum cap stamped "Rio Verde eng.P.E. L.S. No. 625". The Point of Beginning is monumented by a 3/4" diameter steel rod 4 feet long with a square head. Thence, from the Point of Beginning, South 89 degrees, 47' East along the North line of Section 35 for a distance of 129.62 feet to a Northwest Corner of the East Fork Rod and Gun Club tract; Thence South along the Westerly Boundary of the East Fork Rod and Gun Club tract for a distance of 262.2 feet; Thence North 79 degrees 48' West along a Northerly Boundary of the East Fork Rod and Gun Club tract for a distance of 80.78 feet to a steel pin; Thence North 11 degrees 24'26" West for a distance of 253.39 feet to the Point of Beginning. The above described tract contains an area of 0.609 acres, more or less.			
11141C	Thomas H. Newman and Mary M. Newman, as co-trustees of the Mary Moran Newman Trust	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 25: NW4NE4, N2NW4	120.00	107	453

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11142A	Kenneth C. James and Jannean M. James, husband and wife	High Plains Associates, Inc.	10/10/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 19: Lot 4(38.30) Section 30: Lots 1(38.40), 2(38.42), 3(38.42),E2NW4, NE4SW4 Townshp 34 North, Range 112 West, 6th P.M. Section 24: W2SW4, S2SE4 Section 25: N2S2, SW4SE4, N2	953.54	107	234
11143A	John W. Jensen and Mary Kay Jensen, husband and wife	High Plains Associates, Inc.	10/23/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 2: Lots 2(34.99), 3(35.05), 4(35.13), S2NW4, SW4NE4, SW4, W2SE4, SE4SE4 Section 14: W2W2 less and except a tract described as beginning at the southeast corner of SW4SW4, thence north 700 feet, thence due west 301 feet, thence due south 700 feet to a point on the south line of said Section 14, thence due east on said south line of Section 14 to point of beginning. Township 33 North, Range 107 West, 6th P.M. Section 31: Lots 2(40.18), 3(40.10), 4(40.04) Township 33 North, Range 108 West, 6th P.M. Section 25: S2SE4, SE4SW4 Section 26: SE4SE4 Section 35: N2NE4, SW4NE4	1,060.68	107	398
11147	James N. Nelson and Tina Marie Nelson, husband and wife	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: SE4SE4	40.00	107	451
11148	Richard R. Noble and Helen Louise Noble, husband and wife	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: W2SE4, NE4SW4, N2SE4SW4, SE4SE4SW4, less a 1.8 acre tract described in that Warranty Deed dated 2/8/87, recorded in Deed Book 27, Page 208 Section 11: W2, W2E2	628.20	107	449

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11149	John Blaha and Edith Susan Blaha, husband and wife	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 12: SE4SE4SE4	10.00	107	445
11150	Blaha Ranch, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 107 West, 6th P.M. Section 7: Lot 1(36.40), 2(36.40), 3(34.00), 5(38.45), 6(39.07), 7(39.69), N2SE4, SW4SE4,E2SW4	424.01	107	443
11151A	Patrick Johnson a/k/a Pat Johnson, a widower	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE4 Section 26: N2N2 Section 27: N2NE4, W2 Section 34: NW4	752.63	107	401
11151B	Lester William Anderson and Grace B. Anderson, husband and wife	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE4 Section 26: N2N2 Section 27: N2NE4, W2 Section 34: NW4	752.63	107	404
11172	Roxanna M. Jensen, as attorney-in-fact for Donald W. Rogers and Nellie P. Rogers, life tenants	High Plains Associates, Inc.	11/26/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 14: N2NE4NW4	20.00	107	441
11173A	John E. Danze, aka Jack Danze and Bonnie J. Danze, husband and wife	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: NE4, NW4NW4	200.00	107	439
11174A	Clifton Bruce Alexander and Bonnie Jean Alexander, husband and wife	High Plains Associates, Inc.	1/19/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 2: SW4NE4, SW4, W2SE4 Section 3: NE4NE4SE4, NW4NE4SE4, S2NE4SE4 Township 35 North, Range 110 West, 6th P.M. Section 5: W2SE4 Section 8: NW4NE4, E2NE4, NE4SE4 Section 9: SW4SW4	600.00	107	407

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11174B	Clifton Bruce Alexander and Bonnie Jean Alexander, as Trustees of The Alexander Family Revocable Living Trust, under declaration of trust dated November 24, 1993	High Plains Associates, Inc.	1/19/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 2: SW4NE4, SW4, W2SE4 Section 3: NW4NE4SE4, S2NE4SE4 Township 35 North, Range 110 West, 6th P.M. Section 5: W2SE4 Section 8: NW4NE4, E2NE4, NE4SE4 Section 9: SW4SW4	590.00	107	255
11175	Donald W. Rogers, Jr. and Carol Sue Rogers, husband and wife	High Plains Associates, Inc.	11/26/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 11: SE4 Section 14: W2NE4, NE4NE4, E2SW4, SE4NW4, S2NE4NW4	420.00	107	437
11181A	Mary Anne L. Hittle, a widow	High Plains Associates, Inc.	2/3/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 3: Lot 1(35.19), Lot 2(35.25), S2NE4, S2NW4, Lot 4(35.37) less and except a 3.0 acre tract as described in QCD 10/101 Section 4: Lot 1(35.36), SE4NE4	338.17	107	435
11183	Paul Stevens, Trustee of the J. Chauncey Clark Testamentary Trust	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 6: SW4NE4 Township 34 North, Range 109 West, 6th P.M. Section 31: Lot 3 and SE4SW4	114.40	107	433
11185A	Finis N. Mitchell and Emma N. Mitchell, husband and wife	High Plains Associates, Inc.	10/25/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 26: N2S2 Section 27: SE4, S2NE4	400.00	107	259
11195	Louise Noble and Richard R. Noble, Trustees of the Louise Noble Living Trust, dated 2/21/96; Richard R. Noble and Louise Noble, Trustees of the Richard R. Noble Living Trust, dated 2/21/96.	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 30: A tract of land being that portion of SW4NE4 lying North of the North boundary line of Wyoming State Highway 191	38.20	107	447

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11205A	Gordon Steele Living Trust, dated 1/26/95, Donna M. Steele, Trustee and Rhonda F. Steele, Trustee	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE4, NE4NW4, and NE4SE4, more fully described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10.5' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45.5' East a distance of 912.63 feet to Station No. 7; thence 89 degrees 34; East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres, more or less, Excepting Therefrom the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming in Book 10 of Deeds on Page 179. C. That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the	99.00	107	262

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deed on Page 570.			

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11205B	Donna M. Steele, Trustee of the Donna M. Steele Living Trust dated 1/26/95	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE4, NE4NW4, and NE4SE4, more fully described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10.5' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45.5' East a distance of 912.63 feet to Station No. 7; thence 89 degrees 34' East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres, more or less, Excepting Therefrom the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming in Book 10 of Deeds on Page 179. C. That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the	99.00	107	265

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
						office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deed on Page 570.			
11208A	Leo Moran, a married man dealing in his sole and separate property	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	268

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208B	Leo Moran, administrator of the Estate of Francis Moran, deceased	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	271

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208C	Beatrice Bowman, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	274

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208D	Jean C. Willour, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	277

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208E	Mildred Wilson, a widow	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	280

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208F	Anna Lee Moran, a single woman	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	283

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208G	Nancy A. Weddle, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	286

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208H	Albert E. Grande, a widower	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	289

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208I	Robert J. Travelute and Ola B. Travelute, husband and wife	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 35: NE4SW4, Metes and bounds description part of the NW4SW4 described in WD, Book 13D, Page 95, containing 3.84 acres, more or less Metes and bounds description part of the SW4SW4 described in WD, Book 16D, Page 331 containing 13.86 acres, more or less Township 33 North, Range 111 West, 6th P.M. Section 2: Metes and bounds description part of the NW4 described in WD, Book 37, Page 223, containing 2.00 acres, more or less	59.70	107	559

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208J	Patrick R. Ryan, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	292

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208K	Bernard Moran, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: NE4SW4, SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	556

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208L	Bettie V. Harris, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	210

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208M	Carol Ruth Travelute, a widow	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	326

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208N	Verona Travelute Wisnewski, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	323

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
112080	Harry Paul Smith, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	320

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208P	Charles Kerry Cleeton, a married man dealing in his sole and separate property	High Plains Associates, Inc.	2/27/98	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	565

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11208Q	Mary Cathleen Trow, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	2/27/98	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	553

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11210A	Nancy Reinwald, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: A parcel of land comprising portions of Sections 9 and 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South half of said Section 9 to a point; thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16;thence proceed Northerly 7980 feet on the West line of Section 9 and 16 to the initial point of traverse, Less and Except all of those lands in Section 9.	196.28	107	429
11210B	Ruth E. Wilson/now Oliver, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: a parcel of land comprising portions of Sections 9 and 16, which said parcel of land is embraced within the following traverse;the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South one-half of said Section 9 to a point:thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed South 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point of the South Line of Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16,thence proceed Northerly 7980 feet on the West line of said Sections 9 and 16 to the initial point of this traverse, Less and Except all of those lands in Section 9.	196.28	107	317

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11210C	Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: A parcel of land comprising portions of Section 9 and Section 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the West Quarter Corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South-half of said Section 9 to a point; thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16; thence proceed Northerly 7980 feet on the West line of Section 9 and Section 16 to the initial point of traverse, Less and Except all of those lands in Section 9.	196.28	107	427
11211	William Wesley Bloom as Trustee for the Benefit of Magdaline Georgia Bloom	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 5: Lot 2	39.66	107	314
11212	Ted Reinwald and Nancy Reinwald, husband and wife	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 30: A 21.45 acre tract, being a re-survey of a called 22.00 acre tract, also referred to as the North 22 acres of the NE4NE4 of said Section 30, and being the same acreage described in Quit Claim Deed dated April 17, 1987 from Nancy Reinwald to Ted Reinwald and Nancy Reinwald, husband and wife, as recorded in QCD Book 8, at page 373 of the Records of Sublette County, Wyoming	21.45	107	425

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11227A	William Patrick Johnson and Sharon Anne Johnson, husband and wife, and Barry David Johnson, a single man	High Plains Associates, Inc.	1/16/98	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 4: W2SE4SW4, also known as Lot One (1) of the Haymeadows Lot Division	20.38	107	423
11228A	Richard L. Thomson and Mary T. Thomson, husband and wife	High Plains Associates, Inc.	1/24/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 10: E2 Township 34 North, Range 113 West, 6th P.M. Section 3: S2	640.00	107	421
11263A	J. Harvey Losh and Marion J. Losh, husband and wife	High Plains Associates, Inc.	1/20/98	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 22: N2SE4, S2NE4	160.00	107	415
11263B	Robert S. Slizeski and Rose J. Slizeski, husband and wife	High Plains Associates, Inc.	1/20/98	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 22: N2SE4, S2NE4	160.00	107	419
11264	Carroll L. Noble, aka Mike Noble, and Ruth A. Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: Lots 3(36.72), 4(36.38), S2NW4 Township 35 North, Range 110 West, 6th P.M. Section 34: S2 Section 35: S2SW4 Township 36 North, Range 110 West, 6th P.M. Section 20: E2NW4, NW4NE4, NE4SW4	713.10	107	238
11265	Carroll D. Noble, aka Dave Noble, and Ann Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 1: Lot 4(37.67), SW4NE4, S2NW4, SW4, NE4SE4, SW4SE4 Section 2: Lots 1(37.36), 2(37.42), 3(37.46), 4(37.52), S2NW,4 SE4NE4, E2SE4 Section 3: Lots 1(37.38), 2(37.04), S2NE4 Section 11: E2E2 Section 12: W2E2, W2	1,541.85	107	242

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11267	Barber Creek Estates, LLC, a Wyoming Limited Liability Company	High Plains Associates, Inc.	1/29/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 28: SW4SW4, less and except the lands described in Exceptions 1 and 2 below. Section 29: S2SE4, less and except the lands described in Exceptions 1,2,3, and 4 below. Section 32: NE4NE4, less and except the lands described in Exception 3 below. Section 33: A tract of land located in the N2NW4 and SW4NW4 of Section 33-T34N-R109W of the 6th P.M., as described in Book 4 of Deeds, Page 367 and recorded in the Sublette County Courthouse and more particularly described as follows: Beginning at the NW corner of said Section 33-T34N-R109W, thence East along the North boundary of said Section 33 a distance of 1700.00 feet; thence leaving the North boundary of said Section 33, S. 03 degrees, 24 minutes, 00 seconds W., 210.00 feet; thence S. 86 degrees, 54 minutes, 00 seconds W., 800.00 feet; thence S. 84 degrees, 19 minutes, 00 seconds W., 616.00 feet; thence S. 08 degrees, 33 minutes, 00 seconds W., 856.00 feet; thence S. 37 degrees, 08 minutes, 00 seconds W., 216.00 feet, more or less, to a point on the West boundary of said Section 33; thence North along the West boundary of said Section 33, a distance of 1326.00 feet, more or less, to the point of beginning. Exception 1: That land described in that certain Quitclaim Deed recorded at Book 11 of QuitClaim Deeds, Page 693 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SW4SW4 of Section 28, and primarily in the SE4SE4 of Section 29-T34N-R109W of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 00 degrees W., a distance of 551.60 feet from the SW corner of said	138.50	107	300

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						SW4SW4; thence N. 90 degrees E., a distance of 50.00 feet, more or less, to a point; thence N. 00 degrees E., a distance of 651.20 feet, more or less, to a point;thence N. 90 degrees W., a distance of 675.00 feet, more or less, to a point; thence S. 00 degrees W., a distance of 651.20 feet, more or less, to a point; thence S. 90 degrees E., a distance of 625.00 feet, more or less, to the point of beginning. Exception 2: That land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deeds, Page 695 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SW4SW4 of Section 28, and primarily in the SE4SE4 of Section 29-T34N-R109W, 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 00 degrees W., a distance of 43.00 feet from the SW corner of said SW4SW4; thence from said point of beginning N. 90 degrees E., a distance of 50.00 feet; more or less, to a point; thence N. 00 degrees W., a distance of 508.60 feet, more or less, to a point; thence N. 90 degrees W., a distance of 856.40 feet, more or less, to a point; thence S. 00 degrees W., a distance of 508.60 feet, more or less, to a point; thence S. 90 degrees E., a distance of 806.40 feet, more or less, to the point of beginning. Exception 3: That land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deed, Page 697 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SE4SE4 of Section 29, and primarily in the NE4NE4 of Section 32, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 90 degrees W., a			

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						distance of 1286.3 feet from the NE corner of said NE4NE4; thence from said point of beginning S. 00 degrees W., a distance of 880 feet, more or less, to a point; thence S. 78 degrees 43 minutes 31 seconds E., a distance of 364.85 feet, more or less, to a point; thence S. 07 degrees E., a distance of 1001.8 feet, more or less, to a point; thence N. 90 degrees W., a distance of 479.9 feet, more or less, to a point thence S. 00 degrees W., a distance of 43 feet, more or less, to the point of beginning. Exception 4: That land described in that certain Quitclaim Deed recorded at Book 3 of Quitclaim Deed, Page 425 in the office of the Sublette County Clerk and more particularly described as follows: Beginning at the S 1/4 corner of Section 29, Township 34 North, Range 109 West of the 6th P.M., thence from said point of beginning, North along the West boundary of the SW4SE4 of said Section 29, Township 34 North, Range 109 West a distance of 887.00 feet to a point on the South side of the county road right of way; thence along the right of way fence S. 36 degrees 06 minutes, 00 seconds E., a distance of 1100.00 feet, more or less, to a point on the South bondary of the SE4 of said Section 29; thence West along the South boundary of the SE4 of said Section 29 a distance of 658.00 feet, more or less, to the point of beginning.			

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11268	Betty Lou McLoughlin, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/29/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. A tract of land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deed, Page 697 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SE4SE4 of Section 29, and primarily in the NE4NE4 of Section 32 Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 90 degrees W., a distance of 1286.3 feet from the NE corner of said NE4NE4; thence from said point of beginning S.00 degrees W., a distance of 880 feet, more or less, to a point; thence S. 78 degrees 43 minutes 31 seconds E. a distance of 364.85 feet, more or less, to a point; thence N. 07 degrees E., a distance of 1001.8 feet, more or less, to a point; thence N. 90 degrees W. a distance 479.9 feet,more or less, to a point; thence S.00 degrees W., a distance of 43 feet more or less, to the point of beginning.	9.40	107	311
11269A	Floyd L. Briggs, Jr. and Kathryn J. Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 2: SE4	160.00	107	221
11298	Floyd L. Briggs, Jr. and Kathryn Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 22: N2SE4, SE4SE4, S2SW4SW4, S2NW4SW4SW4, NESW4SW4, SE4SW4, S2S2NE4SW4, NE4SE4NE4SW4 Section 23: S2NE4, W2, NW4SE4 Section 24: SW4NW4	687.50	107	307
11299A	Buddy A. Kaumo and Mary Jo Kaumo, husband and wife	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 1: N2 of Lot 3, N2NE of Lot 4, E2W2 of Lot 4	34.86	107	411

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 8, 1998.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
11299B	August W. Kaumo and Carol M. Kaumo, husband and wife	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 1: N2 of Lot 3, N2NE of Lot 4, E2W2 of Lot 4	34.86	107	417

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 - 118155

BUREAU OF LAND MANAGEMENT
98 JUL 29 AM 9:08
RECEIVED
CHEYENNE, WYOMING

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* ULTRA RESOURCES, INC. & LANCE OIL & GAS COMPANY, INC.
   Street 304 INVERNESS WAY SOUTH, #295 12200 NORTH PECOS STREET
   City, State, ZIP Code ENGLEWOOD, CO 80112 DENVER, CO 80234-3439
   63.75% 11.25%

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SECTION 21: N/2 SE/4. SECTION 23: N/2 SW/4, N/2 SE/4. SECTION 24: N/2 SW/4. containing 320.00 acres, more or less, Sublette County, Wyoming.	75%	75%	-0-	-0-	THOSE OF RECORD

270772

RECORDED December 4 1998 8:40AM
IN BOOK 110 OTG PAGE 61
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

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 AUG 01 1998

By /s/ PAMELA J. LEWIS (Authorized Officer)

Chief, Leasable Minerals Section (Title)

OCT 28 1998 (Date)

WY-32273

FOR ASSIGNEE

61

ed): 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 §
COUNTY OF ADAMS §
The foregoing instrument was acknowledged before me this 20th day of May, 1998 by John C. Walter, Executive Vice President of Western Gas Resources, Inc., a Delaware corporation, on behalf of the corporation.
My commission expires:
September 16, 2000.

Rosalyne I Condos
Rosalyne I Condos, Notary Public for the State of Colorado

NOTARY PUBLIC ROSALYNE I CONDOS STATE OF COLORADO

STATE OF COLORADO §
COUNTY OF ADAMS §
The foregoing instrument was acknowledged before me this 20th day of May, 1998 by Ralph W. Ponfick, Attorney-in-Fact of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

JOHN A. SMART JR. NOTARY PUBLIC STATE OF COLORADO My Commission Expires Aug. 31, 1999

John A. Smart, Jr.
John A. Smart, Jr.-Notary Public for the State of Colorado
3337 East Easter Place, Littleton, CO 80122

STATE OF COLORADO Douglas
~~CITY AND COUNTY OF DENVER~~ §
The foregoing instrument was acknowledged before me this 20 day of May, 1998 by R.G. Jerry Albertus as President of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

PUBLIC MY COMMISSION EXPIRES MARCH 17, 2000

Notary Public for the State of Colorado

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 20th day of May, 1998 but effective as of February 3, 1997.

Name of Transferor as shown on current lease: WESTERN GAS RESOURCES, INC.
WESTERN GAS RESOURCES, INC.
Transferor By: John C. Walter, Executive Vice President
ATTEST: Vance S. Blalock, Assistant Secretary
12200 North Pecos Street
Denver, CO 80234-3439

Executed this 20th day of May, 1998.

ULTRA RESOURCES, INC.
Transferee: By: R.G. "Jerry" Albertus, President
ATTEST: Assist Corp Sec

LANCE OIL & GAS COMPANY, INC.
Transferee: By: 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, 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.

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

400-9150
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
W-147039

Lease Effective Date
(Anniversary Date)
December 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Yates Drilling Company 25%
105 South Fourth Street
Artesia, NM 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 105 West, 6th P.M. Section 31: Lots 1-4, E2, E2W2 Sublette County, Wyoming Containing 616.88 acres, more or less	100%	75%	25%	-0-	-0-

270774

RECORDED Dec. 4 1998 10:00A M
IN BOOK 110 Otc PAGE 63
FEES $ 8.00 Mary 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 _____ _____

63

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.

Abo Petroleum Corporation 25%
105South Fourth Street
Artesia, NM 88210

Myco Industries, Inc. 20%
105 South Fourth Street
Artesia, NM 88210

Sharbro Oil Ltd. Co. 5%
105 South Fourth Street
Artesia, NM 88210

STATE OF NEW MEXICO)
: ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Randy G. Patterson, Attorney-in-Fact on behalf of Yates Petroleum Corporation, a New Mexico corporation.

My Commission Expires:
7-27-2001

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 1st day of December, 19 98

Executed this _____ day of _____, 19

Name of Assignor as shown on current lease Yates Petroleum Corporation
Please type or print

Attorney-in-fact Randy G. Patterson
105 South Fourth Street
(Assignor's Address)
Artesia, NM 88210
(City) (State) (Zip Code)

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

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

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

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

[redacted] [redacted] [redacted]

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
SEE EXHIBIT "A"

Lease Effective Date
(Anniversary Date)
SEE EXHIBIT "A"

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ERVING WOLF (AS TO 25% OF THE INTEREST CONVEYED HEREIN)
   Street 1001 FANNIN, SUITE 2000
   City, State, ZIP Code HOUSTON, TX 77002

*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	[redacted] CONVEYED	Previously reserved or conveyed
a	b	c	d	e	f
SEE EXHIBIT "A" ATTACHED HERETO				*5% OF 8/8THS (PROPORTIONATELY REDUCED BY THE RECORD TITLE INTEREST OWNED BY ASSIGNOR IN THE LEASES DESCRIBED IN EXHIBIT "A")	-0-

270813

RECORDED December 10, 1998 9:35a M
IN BOOK 110 OTG Misc PAGE 65
FEES $12.00 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 _____

By _____

verse

RETURN TO: ANDEX PARTNERS
1001 FANNIN, SUITE 2000 - HOUSTON, TEXAS 77002 - 6709
TELEPHONE: (713) 650-3330 • FAX: (713) 650-3331

65

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.

MARVIN WOLF (AS TO 10% OF THE INTEREST CONVEYED HEREIN)
MELVIN WOLF (AS TO 15% OF THE INTEREST CONVEYED HEREIN)
MATHEW WOLF (AS TO 20% OF THE INTEREST CONVEYED HEREIN)
DIANE WOLF (AS TO 10% OF THE INTEREST CONVEYED HEREIN)
JOYCE WOLF (AS TO 10% OF THE INTEREST CONVEYED HEREIN)
DANIEL WOLF (AS TO 10% OF THE INTEREST CONVEYED HEREIN)
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM L. DODDS, ATTORNEY-IN-FACT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24TH DAY OF JULY, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

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 24TH day of JULY, 19 98

Name of Assignor as shown on current lease ANDEX PARTNERS
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact Tom L. Dodds (Signature)

1001 FANNIN, SUITE 2000
(Assignor's Address)

HOUSTON, TX 77002
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/85011

[redacted] [redacted] [redacted]

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 (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 10TH day of AUGUST, 1998.

ERVING WOLF

MARVIN WOLF

MELVIN WOLF

MATHEW WOLF

DIANE WOLF

JOYCE WOLF

DANIEL WOLF

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 statement or representations as to any matter within its jurisdiction.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERVING WOLF, MELVIN WOLF, DIANE WOLF, DANIEL WOLF, MARVIN WOLF, MATHEW WOLF AND JOYCE WOLF, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10TH DAY OF AUGUST, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-15-2000

NOTARY PUBLIC

EXHIBIT "A"

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
98 AUG 21 AM 9:00
RECEIVED
CHEYENNE, WYOMING

CO.	LEASE NO./ PROSPECT	LEASE NAME	LEASE DATE	EXPIRATION DATE	RECORD BOOK PAGE	ROYALTY INTEREST	NET 8/8THS ORRI CONVEYED HEREIN	GROSS ACRES
55	WY3-133062	WYW133062	08/01/94	07/31/04		0.125000	0.016666	2,400.0000
	STATE: WY	COUNTY: SUBLETTE						
	TWP	RGE SEC DESCRIPTION:						
	27N	108W 14 ALL						
		15 ALL						
		22 ALL						
		23 N/2, SE/4						
55	WY3-133065	WYW133065	08/01/94	07/31/04		0.125000	0.025000	320.0000
	STATE: WY	COUNTY: SUBLETTE						
	TWP	RGE SEC DESCRIPTION:						
	27N	108W 33 E/2						
55	WY3-133758	WYW133758	10/01/94	09/30/04		0.125000	0.025000	1,280.0000
	STATE: WY	COUNTY: SUBLETTE						
	TWP	RGE SEC DESCRIPTION:						
	27N	108W 19 SE/4						
		20 NW/4						
		32 N/2						
		33 W/2						
		34 S/2						
55	WY3-127858	WYW127858	12/01/92	11/30/02		0.125000	0.025000	320.0000
	STATE: WY	COUNTY: SUBLETTE						
	TWP	RGE SEC DESCRIPTION:						
	27N	110W 28 E/2						
55	WY3-135138	WYW135138	02/01/95	01/31/05		0.125000	0.016666	2,320.0000
	STATE: WY	COUNTY: SUBLETTE						
	TWP	RGE SEC DESCRIPTION:						
	27N	111W 2 ALL						
		3 ALL						
		10 ALL						
		11 W/2, S/2SE/4						

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

AUG 26 1998

Wyoming Oil & Gas Lease Serial Number 93-00413 Assignment Approval Date -

ASSIGNOR, with name and address at,

ANDOVER PARTNERS
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

RECORDED Dec 10 1998 9:35A M
IN BOOK 110 OAG PAGE 69
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaehn

270814

CONVEYING A NET
being [redacted] 1.6666 OF 8/8THS percent OVERRIDING ROYALTY
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

TWP 27N, RGE 111W, 6TH PM
SEC 36: LOTS 1-4, N/2, N/2S/2
635.44 ACRES, M/L
SUBLETTE COUNTY, WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

ERVING WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

20.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

MARVIN WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

10.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

MELVIN WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

15.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

MATHEW WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

20.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

DIANE WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

10.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

6) ASSIGNEE, with name and address at:

JOYCE WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

15.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

7) ASSIGNEE, with name and address at:

DANIEL WOLF
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

10.0 percent of the interest conveyed herein interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, -0-

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of thi

RETURN TO: ANDOVER PARTNERS
1001 FANNIN, SUITE 2000 - HOUSTON, TEXAS 77002 - 6709
TELEPHONE: (713) 650-3330 • FAX: (713) 650-3351

SIGNED AS TO TRANSFER AND ACCEPTANCE this 24TH day of JULY 1998.

ASSIGNOR - ANDOVER PARTNERS	Assignee (1) - ERVING WOLF
By - Tom L. Dodds	By - Erving Wolf
Title - TOM L. DODDS ATTORNEY IN FACT	Title -
Attest -	Attest -

Assignee (2) - MARVIN WOLF	Assignee (3) - MELVIN WOLF
By - Marvin Wolf	By - Melvin Wolf
Title -	Title -
Attest -	Attest -

Assignee (4) - MATHEW WOLF	Assignee (5) - DIANE WOLF
By - Mathew Wolf	By - Diane Wolf

Assignee (6) - JOYCE WOLF	Assignee (7) - DANIEL WOLF
Joyce Wolf	Daniel Wolf

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM L. DODDS, ATTORNEY-IN-FACT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24TH DAY OF JULY 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERVING WOLF, MARVIN WOLF, MELVIN WOLF, MATHEW WOLF, DIANE WOLF, JOYCE WOLF AND DANIEL WOLF KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24TH DAY OF JULY 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

72

NFL 2-295

Form Rat.3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

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 HULMAN & COMPANY, a Indian Corporation, 900 Wabash Avenue, Terre Haute, Indiana 47807, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6TH day of JANUARY, 1997, between Susan Spear Rooter, Susan R. Graham and Chapman J. Root II, as Trustees of the Chapman Root 1982 Living Trust, dba Circle S Ranch, P. O. Box 2860, Daytona Beach, Florida, 32120-2860, as lessor, and FARLEIGH OIL PROPERTIES, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

Township 37 North, Range 110 West, 6th P.M.

Section 25: NW1/4NW1/4

Sectin 26: NE1/4NE1/4

Containing 80.0 acres more or less.

270870

RECORDED December 14, 1998 9:15 AM
IN BOOK 110 O+G 72
FEES $6.00 Mary L Lahd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

and does 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 lessors; 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 HULMAN & COMPANY at the above-address its heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1st day of December, 1998.

HULMAN & COMPANY

BY: Wm Curtis Bright

TITLE: VICE PRESIDENT

[redacted] [redacted] [redacted]

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of February, 19 98, by and between Meredith Ann Rubich, a widow whose post office address is 1134 Pembroke Dr. St. Louis, MO 63119 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden St., Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten or 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:

270871

RECORDED Dec. 14 1998 9:50A M
IN BOOK 110 OTG PAGE 73
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Please see Exhibit "A" for the Legal Description attached to and made a part of this lease.

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 853.83 acres, more or less.

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

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

3. Royalty Payment. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:

(a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similarly grade and gravity;

(b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be one-eighth of the proceeds realized by the Lessee from the sale thereof, provided, that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and

(c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor or to Lessor's credit in a depository designated in this lease, on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the end of the rental period or cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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

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

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

WY-1314-R

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 Meredith Ann Rubich — S.S.# 489-64-6405

Meredith Ann Rubich, a widow

STATE OF Missouri

COUNTY OF St Louis — ss.

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 19 98

personally appeared Meredith Ann Rubich, a widow

and _____ to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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: 6/22/98

GLORIA E. CHENAULT
NOTARY PUBLIC – STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 22, 1998

Gloria L. Chenault
Notary Public
Address: 714 Brookridge
63119-4946

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.

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

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of a certain Oil & Gas Lease dated February 27, 1998 by and between Meredith Ann Rubich, a married woman dealing in her sole and separate property, and High Plains Associates, Inc., as Lessee.

Legal Description

Township 34 North, Range 111 West, 6th P.M.
Section 34: S/2NE/4, SE/4
Section 35: SW/4NW/4, W/2SW/4

Township 33 North, Range 111 West, 6th P.M.
Section 2: Lot 4 (40.04) less and except
Township of Daniels 2nd Plat:
Lot 1-3.75 acres
Lots 2 & 10-2.28 acres
Lot 3-4.77 acres
Lot 6-1.05 acres
Lot 7-1.11 acres
Lot 8-9.79 acres

Second Subdivision Lot 9- .12 acres, metes/bounds descrip.
QCD Book 10 Page 111- .55 acres totaling .67 acres

Township of Daniels 3rd Plat:
Lot 1 previously described as Lots 2,3,4 Block 1- .2465 acres
Lot 1 previously described as Lots 5,6 Block 1- .1435 acres
Lot 2 (resurveyed)- 1.75 acres
Lot 3 (resurveyed)- 1.50 acres

metes/bounds descrip. QCD Book 6 Pages 162 & 421- .69 acres

metes/bounds description QCD Book 8 Page 583- .69 acres

Section 2: SW/4NW/4, NW/4SW/4, and S/2SW/4
metes/bounds descrip. in NW/4 WD Bk 37 Page 223- 2.00 acres

Section 3: Lot 1(40.10), Lot 2(40.13), S/2NE/4 and SE/4

Containing 853.83 Acres, more or less.

x M.A.R
M. A. R.

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

By 596
Not used

AGREEMENT, Made and entered into the 23rd day of Dec[illegible] between Patrick Eugene Moran who has Power of Attorney for Mary Fr[illegible] in Moran whose post office address is 1016 South St, Leavenworth, KS 66048 [illegible] more) and High Plains Associates, Inc. whose post office address is 1557 Ogden St. [illegible] hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten or [illegible] paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter cor[illegible] and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter desc[illegible] of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and [illegible] ng 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:

270872
9:50A
RECORDED Dec 14, 1998 M
IN BOOK 110 OAG PAGE 176
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaccor

Please see Exhibit "A" for the Legal Description attached to and made a part of this lease.

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 853.83 acres, more or less.

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

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

3. Royalty Payment. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:

(a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similarly grade and gravity;

(b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be one-eighth of the proceeds realized by the Lessee from the sale thereof, provided, that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and

(c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor or to Lessor's credit in a depository designated in this lease, on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the end of the rental period or cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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

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

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

WI-1319-Q

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 Patrick Eugene Moran S.S.# 494-44-0734

Patrick Eugene Moran who has Power of Attorney for Mary Francis Moran, a widow of Martin Moran

---

STATE OF Kansas

COUNTY OF Leavenworth ss.

ACKNOWLEDGMENT-INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of February, 1998,

personally appeared Patrick Eugene Moran who has Power of Attorney for Mary Francis Moran, a widow of Martin Moran

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 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 April 14, 2000

MARGARET E. AMARAL
Notary Public - State of Kansas
My Appt. Expires

Margaret E. Amaral
Notary Public
Address: 1415 Nottingham Dr
Lew Ks 66048

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.

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

Exhibit "A"

Attached to and made a part of a certain Oil & Gas Lease dated December 23, 1997 by and between Patrick Eugene Moran who has Power of Attorney for Mary Francis Moran, widow of Martin Moran, as Lessor, and High Plains Associates, Inc., as Lessee.

Legal Description

Township 34 North, Range 111 West, 6th P.M.
Section 34: S/2NE/4, SE/4
Section 35: SW/4NW/4, W/2SW/4

Township 33 North, Range 111 West, 6th P.M.
Section 2: Lot 4 (40.04) less and except
Township of Daniels 2nd Plat:
Lot 1-3.75 acres
Lots 2 & 10-2.28 acres
Lot 3-4.77 acres
Lot 6-1.05 acres
Lot 7-1.11 acres
Lot 8-9.79 acres

Second Subdivision Lot 9- .12 acres, metes/bounds descrip.
QCD Book 10 Page 111- .55 acres totaling .67 acres

Township of Daniels 3rd Plat:
Lot 1 previously described as Lots 2,3,4 Block 1- .2465 acres
Lot 1 previously described as Lots 5,6 Block 1- .1435 acres
Lot 2 (resurveyed)- 1.75 acres
Lot 3 (resurveyed)- 1.50 acres

metes/bounds descrip. QCD Book 6 Pages 162 & 421- .69 acres

metes/bounds description QCD Book 8 Page 583- .69 acres

Section 2: SW/4NW/4, NW/4SW/4, and S/2SW/4
metes/bounds descrip. in NW/4 WD Bk 37 Page 223- 2.00 acres

Section 3: Lot 1(40.10), Lot 2(40.13), S/2NE/4 and SE/4

Containing 853.83 Acres, more or less.

PEM
P.E.M.

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of December, 19 97, by and between Ann Murdock, a single woman whose post office address is 601 Miller Road Parkton, MD 21120-9407 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden St., Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten or 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:

270873

Please see Exhibit "A" for the legal description attached to and made a part of this lease.

RECORDED Dec. 14 1998 9:50A M
IN BOOK 110 OTG PAGE 79
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sanders

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 853.83 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 all 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

WY1319-P

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 Ann M. Murdock — S.S.# 494-50-2108

Ann Murdock, a single woman

STATE OF Maryland
COUNTY OF Harford
ss.

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Feb, 19 98, personally appeared Ann Murdock, a single woman 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 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 12-2-98

Linda M. Barnett
Notary Public mt Carmel St'g
Address: 111 mt Carmel Rd, Parkton, MD 21120

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.

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

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of a certain Oil & Gas Lease dated December 23, 1997 by and between Ann Murdock, a single woman, as Lessor, and High Plains Associates, Inc., as Lessee.

Legal Description

Township 34 North, Range 111 West, 6th P.M.
Section 34: S/2NE/4, SE/4
Section 35: SW/4NW/4, W/2SW/4

Township 33 North, Range 111 West, 6th P.M.
Section 2: Lot 4 (40.04) less and except
Township of Daniels 2nd Plat:
Lot 1-3.75 acres
Lots 2 & 10-2.28 acres
Lot 3-4.77 acres
Lot 6-1.05 acres
Lot 7-1.11 acres
Lot 8-9.79 acres

Second Subdivision Lot 9- .12 acres, metes/bounds descrip.
QCD Book 10 Page 111- .55 acres totaling .67 acres

Township of Daniels 3rd Plat:
Lot 1 previously described as Lots 2,3,4 Block 1- .2465 acres
Lot 1 previously described as Lots 5,6 Block 1- .1435 acres
Lot 2 (resurveyed)- 1.75 acres
Lot 3 (resurveyed)- 1.50 acres

metes/bounds descrip. QCD Book 6 Pages 162 & 421- .69 acres

metes/bounds description QCD Book 8 Page 583- .69 acres

Section 2: SW/4NW/4, NW/4SW/4, and S/2SW/4
metes/bounds descrip. in NW/4 WD Bk 37 Page 223- 2.00 acres

Section 3: Lot 1(40.10), Lot 2(40.13), S/2NE/4 and SE/4

Containing 853.83 Acres, more or less.

A.M.
A.M.

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of December, 19 97, by and between Mary Lou Mergen, a married woman dealing in her sole and separate property whose post office address is 29301 Quisenberry Sedalia, MO 65301 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden St., Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten or 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:

270874
9:50a
RECORDED Dec. 14 1998 M
IN BOOK 110 OIG PAGE 82
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Please see Exhibit "A" for the Legal Description attached to and made a part of this lease.

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 853.83 acres, more or less.

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

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

3. Royalty Payment. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:

(a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similarly grade and gravity;

(b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be one-eighth of the proceeds realized by the Lessee from the sale thereof, provided, that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and

(c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor or to Lessor's credit in a depository designated in this lease, on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the end of the rental period or cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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

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

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

WY-1319-O

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 Mary Lou Mergen S.S.# 500-48-6314

Mary Lou Mergen, a married woman dealing in her sole and separate property

STATE OF Missouri

COUNTY OF Pettis

ss.

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 1998,

personally appeared Mary Lou Mergen, a married woman dealing in her sole and separate property

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 September 30, 1999

Shirley A. Thompson
Notary Public Shirley A. Thompson
Address: 920 W 11th St, Sedalia, MO 65301

STATE OF _____

COUNTY OF _____

ss.

CORPORATE
(For use in all states)

SHIRLEY A THOMPSON
NOTARY PUBLIC, STATE OF MISSOURI
COUNTY OF PETTIS
MY COMMISSION EXPIRES SEPT. 30, 1999

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.

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

Exhibit "A"

Attached to and made a part of a certain Oil & Gas Lease dated December 23, 1997 by and between Mary Lou Mergen, as Lessor, and High Plains Associates, Inc., as Lessee.

Legal Description

Township 34 North, Range 111 West, 6th P.M.
Section 34: S/2NE/4, SE/4
Section 35: SW/4NW/4, W/2SW/4

Township 33 North, Range 111 West, 6th P.M.
Section 2: Lot 4 (40.04) less and except
Township of Daniels 2nd Plat:
Lot 1-3.75 acres
Lots 2 & 10-2.28 acres
Lot 3-4.77 acres
Lot 6-1.05 acres
Lot 7-1.11 acres
Lot 8-9.79 acres

Second Subdivision Lot 9- .12 acres, metes/bounds descrip.
QCD Book 10 Page 111- .55 acres totaling .67 acres

Township of Daniels 3rd Plat:
Lot 1 previously described as Lots 2,3,4 Block 1- .2465 acres
Lot 1 previously described as Lots 5,6 Block 1- .1435 acres
Lot 2 (resurveyed)- 1.75 acres
Lot 3 (resurveyed)- 1.50 acres

metes/bounds descrip. QCD Book 6 Pages 162 & 421- .69 acres

metes/bounds description QCD Book 8 Page 583- .69 acres

Section 2: SW/4NW/4, NW/4SW/4, and S/2SW/4
metes/bounds descrip. in NW/4 WD Bk 37 Page 223- 2.00 acres

Section 3: Lot 1(40.10), Lot 2(40.13), S/2NE/4 and SE/4

Containing 853.83 Acres, more or less.

M.L.M.

M.L.M.

PRODUCERS 88-PAID [redacted]

[redacted] 270575

RECORDED Dec. 14 1998 M 9:50 A
IN BOOK 110 016 PAGE 8[redacted]
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of March, 19 98, by and between Edith Barp aka Edythe L. Barp and George L. Barp, wife and husband whose post office address is P.O. Box 490 Big Piney, WY 83113 hereinafter called Lessor (whether one or more) and igh Plains Associates, Inc. whose post office address is 1557 Ogden St., Suite 300, Denver, CO 80218 hereinafter called Lessee:

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

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1(27.07), 2(25.47), and 3(23.85)

Township 33 North, Range 112 West, 6th P.M.
Section 35: W1/2, SE1/4, SW1/4NE1/4

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 596.39 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

WY-1062-M

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 Edith Barp Edythe L. Barp — S.S.# 529-02-4707
Edith Barp aka Edythe L. Barp, wife

X George L Barp — S.S.# 520-18-9408
George L. Barp, husband

STATE OF Wyoming
ss.
COUNTY OF Sublette

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of April, 19 98, personally appeared Edith Barp aka Edythe L. Barp and George L. Barp, wife and husband 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.

BARBARA A. WELLS - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-[illegible]-2001

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

My Commission Expires _____

Barbara A Wells
Notary Public
Address: Big Piney WY

STATE OF _____
ss.
COUNTY OF _____

CORPORATE
(For use in all states)

On this _____ day of _____, A.D. 19 _____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation.

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

Form 3000-3a
(January 1996)

[redacted]

UNITED ST[redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 SEP -8 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.

WYW131389

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Aztec Energy Corporation
   Street 7801 Broadway, Suite 200
   City, State, ZIP Code San Antonio, TX 78209

*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 Section 27: E/2 NW/4, SE/4 Section 33: NE/4 SE/4, S/2 SE/4 Section 34: NW/4, SE/4 covering 680.00 acres, more or less, out of Sublette County, Wyoming 270881	100%	100%	None	12.5% x 8/8	None

RECORDED Dec 14 1998 11:10 AM
IN BOOK 110 016 PAGE 87
FEES $ 8.00 Mary L Lilford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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 1998

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
NOV 24 1998 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., If transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies by initial of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 1st day of September, 19 98

Name of Transferor: Starwood, Inc.
Please type or print

Transferor or Attorney-in-fact: Don R. Ibbeling, President (Signature)

P O Box 200, 100 Elk Run Dr., Suite 215
(Transferor's Address)

Basalt, CO 81621
(City) (State) (Zip Code)

Executed this 2nd day of September, 19 98

Transferee or Attorney-in-fact: Aztec Energy Corporation
Dan C. Perry, 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.

[redacted] [redacted] [redacted]

Form 3000-3a
(January 1996)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 SEP -8 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.

WYW131388

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Aztec Energy Corporation
   Street 7801 Broadway, Suite 200
   City, State, ZIP Code San Antonio, TX 78209

*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-110-West Section 22: SE/4 Section 23: SE/4 Section 26: NW/4, SE/4 covering 640.00 acres, more or less, out of Sublette County, Wyoming	100%	100%	None	12.5% x 8/8	None

270882
RECORDED December 14, 1998 11:00 A.M.
IN BOOK 110 O+G PAGE 89
FEES $8.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soter

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 1998

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

LAND LAW EXAMINER (Title)

NOV 24 1998 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Year Year Year

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 1st day of September, 19 98

Name of Transferor: Starwood, Inc.

Transferor or Attorney-in-fact: Dan R Ibbotson (Please type or print) President (Signature)

(Signature)

P O Box 200, 100 Elk Run Dr., Suite 215
(Transferor's Address)

Basalt, CO 81621
(City) (State) (Zip Code)

Executed this 2nd day of September, 19 98

Transferee or Attorney-in-fact: Aztec Energy Corporation

Dan C. Perry (Signature) 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.

[redacted] [redacted] [redacted]

Form 3000-3a
(January 1996)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 SEP -8 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.

WYW131393

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Aztec Energy Corporation
   Street 7801 Broadway, Suite 200
   City, State, ZIP Code San Antonio, TX 78209

*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-33-North, Range-110-West Section 29: NW/4, SE/4 Section 32: NW/4, SE/4 containing 640.00 acres, more or less, out of Sublette County, Wyoming	100%	100%	None	12.5% x 8/8	None

270883

RECORDED December 14, 19 98 11:10A.
IN BOOK 110 O+G PAGE 91
FEES $ 8.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

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 1998

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
NOV 24 1998 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File these (3) completed copies of this form in the proper BLM office for such transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

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3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., If transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

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8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

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PAPERWORK REDUCTION ACT STATEMENT

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AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE--The information is to be used to process transfer of operating rights (sublease) for oil and gas/geothermal executive leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION--If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Year Year Year

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of September, 19 98

Name of Transferor Starwood, Inc.
Please type or print

Transferor or President (Signature)

Attorney-in-fact (Signature)

P O Box 200, 100 Elk Run Dr., Suite 215
(Transferor's Address)

Basalt, CO 81621
(City) (State) (Zip Code)

Executed this 2nd day of September, 19 98

Aztec Energy Corporation

Transferee or Dan C. Perry, President (Signature)

Attorney-in-fact (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WW-160), 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]

Form 3000-3a
(January 1996)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 SEP -8 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.

WYW131392

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Aztec Energy Corporation
   Street 7801 Broadway, Suite 200
   City, State, ZIP Code San Antonio, TX 78209

*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-33-North, Range-110-West Section 7: Lots 1(38.24) and 2(38.37) Section 7: E/2 NW/4, SE/4 Section 18: Lots 1(38.71) and 2(38.78) Section 18: E/2 NW/4, SE/4 Section 19: Lots 1(38.99) and 2(39.10) Section 19: E/2 NW/4, SE/4 containing 952.19 acres, more or less, out of Sublette County, Wyoming	100%	100%	None	12.5% x 8/8	None

270884

RECORDED December 14 1998 11:10 AM
IN BOOK 110 O+G PAGE 93
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

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 1998

By /s/ Theresa M. Stevens (Authorized Officer) LAND LAW EXAMINER (Title) NOV 24 1998 (Date)

Tear PART C: GENERAL INSTRUCTIONS Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate forms must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

93

94

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 43 U.S.C. 1702

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (sublease) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 1st day of September, 19 98

Name of Transferor: Starwood, Inc.

Transferor or Attorney-in-fact: Dan R. Ballenberg, President (Signature) (Please type or print)

P O Box 200, 100 Elk Run Dr., Suite 215
(Transferor's Address)

Basalt, CO 81621
(City) (State) (Zip Code)

Executed this 2nd day of September, 19 98

Aztec Energy Corporation

Transferee or Attorney-in-fact: Dan C. Perry, President (Signature)

(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 (WW-160), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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[redacted] [redacted] [redacted]

PARTIAL RECONVEYANCE AND RELEASE OF SENIOR DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING

The Chase Manhattan Bank, as Administrative Agent under that certain Senior Deed of Trust, Mortgage, Security Agreement, Assignment of Production, Financing Statement (Personal Property Including Hydrocarbons), and Fixture Filing dated October 31, 1995 (the "Deed of Trust") executed by Big West Oil & Gas Inc., as Trustor, and recorded in the official records of Sublette County, State of Wyoming, as Document No. 254634 in Book 102 O&G at Page 371, inclusive, pursuant to a written request by the Beneficiary thereunder, does hereby reconvey to the person or persons entitled thereto and the Trustee and under the Deed of Trust do hereby release from the lien of the Deed of Trust only that portion of the real property subject to the Deed of Trust which is described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

This Reconveyance and Release shall be full and complete as to the properties described in Exhiibit A. Except as expressly released hereby, the remaining properties as described in the Deed of Trust shall remain subject thereto.

IN WITNESS WHEREOF, Trustee and Administrative Agent have executed this instrument on the respective dates set forth below.

THE CHASE MANHATTAN BANK,
ADMINISTRATIVE AGENT

By: _____ Steven Wood
Title: Vice President

Dated this 9 day of DECEMBER, 1998.

270995

RECORDED December 17 19 98 9:25A M
IN BOOK 110 O & G PAGE 95
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kelli Payne

State of NEW YORK

ss:

County of QUEENS

On this 9th day of DEC., 1998, before me a Notary Public of this state, duly commissioned and sworn, personally appeared STEVEN WOOD, personally known to me to be the person who executed the foregoing instrument as the VICE PRESIDENT of The Chase Manhattan Bank, and acknowledged to me that The Chase Manhattan Bank executed the same pursuant to its bylaws or a resolution of its Board of Directors.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Renee R. Goldstein
NOTARY PUBLIC

My Commission Expires: 3/23/00

RENEE R. GOLDSTEIN
Notary Public, State of New York
No. 01GO6004274
Qualified in Queens County
Commission Expires 03/23/00

[redacted] SUBLETTE COUNTY, WYOMING [redacted]

CENEX Lease No.	WY161[redacted]
Prospect Name	PINEDALE
Lease Date	06/02/1994
Recorded	/
Lessor	WYOMING 94-00293 STATE OF
Lessee	CENEX INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 16: All

CENEX Lease No.	WY1629
Prospect Name	PINEDALE
Lease Date	06/02/1994
Recorded	/
Lessor	WYOMING 94-00294 STATE OF
Lessee	CENEX INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 36: NW4NE4, S2NE4, NW4, S2

CENEX Lease No.	WY1647
Prospect Name	PINEDALE
Lease Date	02/01/1995
Recorded	/
Lessor	USA WYW-135123
Lessee	CENEX INC
Tract: 00	Township 32 North-Range 109 West, 6th PM Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W2NE4, W2, SE4 Section 14: W2NW4, SE4NW4, SW4, W2SE4, SE4SE4 Section 15: E2 Section 18: Lots 1-12 Section 19: Lots 1-12

CENEX Lease No.	**WY1651**
Prospect Name	**PINEDALE**
Lease Date	**10/01/1994**
Recorded	**100/579**
Lessor	**MARGARET MOCROFT FAMILY LTD PARTNERSHIP**
Lessee	**ENERGY INVESTMENTS INC**
Tract: 00	**Township 33 North-Range 109 West, 6th PM** **Section 27: NE4, E2NW4, NW4NW4, N2SE4**

CENEX Lease No.	**WY1652**
Prospect Name	**PINEDALE**
Lease Date	**10/01/1994**
Recorded	**100/583**
Lessor	**MARGARET MOCROFT FAMILY LTD PARTNERSHIP**
Lessee	**ENERGY INVESTMENTS INC**
Tract: 00	**Township 33 North-Range 109 West, 6th PM** **Section 22: S2**

CENEX Lease No.	**WY1653**
Prospect Name	**PINEDALE**
Lease Date	**10/01/1994**
Recorded	**100/587**
Lessor	**MARGARET MOCROFT FAMILY LTD PARTNERSHIP**
Lessee	**ENERGY INVESTMENTS INC**
Tract: 00	**Township 33 North-Range 109 West, 6th PM** **Section 26: SW4** **Section 35: N2NW4, NE4, SE4NW4**

CENEX Lease No.	**WY1654**
Prospect Name	**PINEDALE**
Lease Date	**10/01/1994**
Recorded	**100/591**
Lessor	**MARGARET MOCROFT FAMILY LTD PARTNERSHIP**
Lessee	**ENERGY INVESTMENTS INC**
Tract: 00	**Township 33 North-Range 109 West, 6th PM** **Section 25: SW4, W2SE4** **Section 26: E2SE4, SW4SE4 being 334.66 acres more or less, less and except the following tracts:** **Tract 2:** **That part of the NW4SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres;** **Tract 3:** **A tract of land located in Sublette County, State of Wyoming in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:** **Beginning at a point which is South 86 degrees 18 minutes**

[redacted]UBLETTE COUNTY, WYOMING

[redacted] [redacted]

46 second[redacted]distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89 degrees 4 minutes 45 seconds East, a distance of 1084.58 feet; thence South 57 degrees 20 minutes East, a distance of 1273.81 feet; thence South 32 degrees 40 minutes West, a distance of 600 feet; thence North 57 degrees 20 minutes West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less.

LEXENEX Lease No.	WY1655
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/595
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM
	Section 15: SW4
	Section 21: E2NE4
	Section 22: NW4

100

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:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF

WITNESS my hand on this 30th day of November, 1998, BUT EFFECTIVE March 1, 1994.

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

271029

10:15A

RECORDED Dec. 18 1998 M
IN BOOK 110 O+G PAGE 100
FEES $12.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gordon

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 30th day of November, 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

[redacted] [redacted] [redacted]

EXHIBIT "A"
Sublette Co., Wyoming

WY-1151	Lessor:	USA WYW-142264
	Lease Date:	8-1-97
	Lands Covered:	Township 30 North, Range 108 West Section 19: N/4, NE/4NW/4, NE/4SE/4 Section 29: N/2, E/2SE/4 Sublette Co., WY
WY-1085	Lessor:	State of Wyoming 97-00187
	Lease Date:	4-1-97
	Lands Covered:	Township 31 North, Range 108 West Section 16: All Sublette Co., WY
WY-1017	Lessor:	USA WYW-142265
	Lease Date:	8-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 7: Lots 3,4,5, SE/4NW/4, E/2SW/4 Section 18: Lots 1,2,3,4, E/2E/2 Sublette Co., WY
WY-1060-A	Lessor:	Barger Family Partnership
	Lease Date:	7-11-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 5: Lots 1,2,3,5,6,7,8,9,13, SW/4NE/4, SE/4NW/4 Section 6: Lots 8,9,10,11 Section 8: NW/4NW/4 Sublette Co., WY
WY-1158	Lessor:	USA WYW-143657
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 5: SE/4SE/4 Sublette Co., WY
WY-1130	Lessor:	USA WYW-015316
	Lease Date:	6-1-52
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 33: NW/4 Sublette Co., WY
WY-1167	Lessor:	USA WYW-143659
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 35: E/2NE/4 Sublette Co., WY
WY-1091	Lessor:	USA WYW-114041
	Lease Date:	1-1-89
	Lands Covered:	Township 31 North, Range 109 West Section 7: NE/4, NE/4SE/4 Sublette Co., WY
WY-1118	Lessor:	USA WYW-142680
	Lease Date:	9-1-91
	Lands Covered:	Township 31 North, Range 109 West Section 7: Lots 1-12, NW/4SE/4, S/2SE/4 Section 18: Lots 1-12, E/2 Sublette Co., WY
WY-1176	Lessor:	USA WYW-125138
	Lease Date:	9-1-91
	Lands Covered:	Township 31 North, Range 109 West Section 20: N/2, SW/4, N/2SE/4, SW/4SE/4 Sublette Co., WY

WY-1084	Lessor:	State of Wyoming 97-00188
	Lease Date:	4-2-97
	Lands Covered:	Township 31 North, Range 109 West Section 16: Lots 1-6, W/2NE/4, W/2, NW/4SE/4 Sublette Co., WY
WY-1150	Lessor:	USA WYW-143046
	Lease Date:	10-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 109 West Section 21: NE/4SE/4, S/2SE/4 Sublette Co., WY
WY-1178	Lessor:	USA WYW-125139
	Lease Date:	9-1-91
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 109 West Section 19: Lots 1-12, E/2 Sublette Co., WY
WY-1179	Lessor:	USA WYW-124623
	Lease Date:	7-1-91
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 109 West Section 33: Lots 4,7, E/2, E/2NW/4 Sublette Co., WY
WY-1064	Lessor:	State of Wyoming 93-00119
	Lease Date:	4-2-93
	Lands Covered:	Township 32 North, Range 110 West Section 36: All Sublette Co., WY
WY-1161	Lessor:	USA WYW-143653
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 30 North, Range 107 West Section 6: Lots 1-6, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 8: N/2NE/4, SE/4NE/4, SW/4 Sublette Co., WY
WY-1187	Lessor:	ST WY 94-00149
	Lease Date:	4-2-94
	Lands Covered:	Township 29 North, Range 107 West Section 36: All Sublette Co., WY
WY-1192	Lessor:	ST WY 94-00129
	Lease Date:	4-2-94
	Lands Covered:	Township 28 North, Range 106 West Section 16: All Sublette Co., WY
WY-1157	Lessor:	USA WYW-143656
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 11: All Sublette Co., WY
WY-1166	Lessor:	USA WYW-143658
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 14: All Sublette Co., WY
WY-1167	Lessor:	USA WYW-143659
	Lease Date:	12-1-97
	Lands Covered:	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS** Township 31 North, Range 108 West Section 23: N/2, W/2SW/4, NE/4SE/4 Sublette Co., WY

[redacted] [redacted] [redacted]

WY-1158

Lessor: USA WYW-143657
Lease Date: 12-1-97
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS**
Township 31 North, Range 108 West
Section 4: Lts 1,5, S/2NE/4, SE/4NW/4
Sublette Co., WY

WY-1061

Lessor: Jeptha E. Richie, etal
Lease Date: 5-5-97
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS**
Township 31 North, Range 108 West
Section 4: Lts 2,3,4
Sublette Co., WY

Form *NO. 11*

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ULTRA RESOURCES INC.

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Robert J. Travelute & Ola B. Travelute 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 HIGH PLAINS ASSOCIATES, INC.

as lessee, dated the 5th day of March 19 98, insofar as same covers the following described land, to-wit:

Township 34 North, Range 111 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4NW/4, W/2SW/4, less & except 3 tracts
Township 33 North, Range 111 West, 6th PM
Section 2: Lt 4, less & except 2 tracts, SW/4NW/4, NW/4SW/4, S/2SW/4, less & except 2 tract
Section 3: Lt 1, 2, S/2NE/4, SE/4, less & except 1 tract

271059

9:25A
RECORDED Dec. 22 1998 M
IN BOOK 110 O&G PAGE 104
FEES $10.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scaton

Section _____, Township _____, Range _____, and containing 828.58 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 Page 568.

Executed this 16th day of December, 19 98.

ULTRA RESOURCES INC.

R.G. "Jerry" Albertus, President

STATE OF COLORADO }
} ss
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, 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 notorial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

STATE OF COLORADO }
} ss
COUNTY OF Douglas }

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of December A. D. 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 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 R.G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of December A. D. 1998

My commission expires March 17, 2000

NOTARY PUBLIC E. MARKS STATE OF COLORADO

_____
Notary Public.

WY-1133

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

Lease Serial No.
WYW-016161

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)* ARROWHEAD RESOURCES (USA) LTD
Street 609 West Hasings 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)* ☒ 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 30 North, Range 108 West, 6th PM Section 24: N/2, SW/4, N/2SE/4, SE/4SE/4 Containing 600 acres, M/L Sublette Co., WY	85%	42.5%	42.5%	None	Of Record

271060

9:25a

RECORDED Dec. 22, 1998 M
IN BOOK 110 O+G PAGE 105
FEES $ 8.00 M. Lee LeMaster COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th 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 that executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

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 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 9th day of October, 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 17th day of November, 19 98

ARROWHEAD RESOURCES (USA) LTD

Transferee (Signature)

or
Attorney-in-fact (Signature)

BURDEN HOURS STATEMENT

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

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

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

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1132
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-016158

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☒X Oil and Gas ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* X☒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 25: NW/4NW/4, S/2SW/4 Section 26: All Containing 760.00 acres, M/L Sublette Co., WY	85%	42.5%	42.5%	NONE	Of Record

271061

9:25A

RECORDED Dec. 22, 1998 M
IN BOOK 110 Pt 6 PAGE 107
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

SCANNED TO HERE

Part d.

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th 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:

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 9th day of October ,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 17th day of November , 19 98

Transferee ARROWHEAD RESOURCES (USA) LTD

or
Attorney- i n-fact _____
(Signature)

(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

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1123
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-015314

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)* 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☒X Oil and Gas ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* X☒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: NW/4, Surface to 11,534 feet Section 23: NW/4, Below 11,534 feet Containing 160.00 acres, M/L Sublette Co., WY	85%	42.5%	42.5%	NONE	Of Record

271062

9:25A

RECORDED Dec. 22, 1998 M
IN BOOK 110 O+G PAGE 109
FEES $8.00 M 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)

Pai

ed.

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th 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:

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 9th day of October ,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 17th day of November , 19 98

Transferee ARROWHEAD RESOURCES (USA) LTD
(Signature)

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

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1134
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-016162

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)* 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☒X Oil and Gas ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* X☒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	
	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 30 North, Range 108 West, 6th PM Section 27: E/2, E/2W/2 Containing 480.00 acres, M/L Sublette Co., WY	85%	42.5%	42.5%	NONE	Of Record

271063
9:25A
RECORDED Dec. 22 1998 M
IN BOOK 110 OTG PAGE 111
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoter

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 I

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th 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:

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 [illegible] 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 ('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 9th day of October ,19 98

Executed this 17th day of November , 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, (City) CO. (State) 80112 (Zip Code)

Transferee ARROWHEAD RESOURCES (USA) LTD
(Signature)
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

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1135
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-018039

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)* 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)* XXX Oil and Gas ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XXX 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: SW/4NE/4, Surface to 11,534 feet Section 23: SW/4NE/4, Below 11,534 feet Containing 40.00 acres, M/L Sublette Co., WY	85%	42.5%	42.5%	NONE	Of Record

271064

9:25A

RECORDED Dec. 22 1998 M
IN BOOK 110 O+G PAGE 113
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soeten

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)

Pa

ed.

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th 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:

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 options (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 9th day of October ,19 98

Executed this 17th day of November ,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, (City) CO. (State) 80112 (Zip Code)

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

037
074

[redacted]

[redacted]

RECORDED 11/05/1998 AT 09:00 AM REC# 1275290 BK# 0905 PG# 1700
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 6

Sequoyah & URC 1-20 Wells

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTIES OF SWEETWATER and SUBLETT §

This Assignment and Bill of Sale ("Assignment") dated as of October 20, 1998 (the "Closing Date") but effective as of 7:00 a.m., local time, where the Properties are located on **November 1, 1998**, (the "Effective Date") is from the parties listed below and referred to herein as "Assignor":

8 Way Oil & Gas, Inc.
P.O. Box 371
Midland, Texas 79702

271084

2:30 p
RECORDED Dec 22 1998 M
IN BOOK 110 O+G PAGE 115
FEES $20.00 [illegible]
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scanlon

to

JOHN WRATHER
PO BOX 1788
L0NGVIEW, TX 75606

hereinafter called "Assignee".

For one hundred dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and quit claim unto Assignee, its/their heirs, successors, and assigns forever, without warranty or covenant of title, express or implied, but subject to the limitations, conditions, reservations, agreements and exceptions hereinafter set forth and in the Exhibit(s) attached hereto, and subject to the terms of any applicable instruments of record in the County or Counties where the Properties are located, all of Assignor's right, title and interest in and to the following real and personal property (the "Properties"):

1. All oil and gas leases, mineral fee properties or other interests INSOFAR AND ONLY INSOFAR as set out in Exhibit "A", attached hereto and made a part hereof for all purposes (collectively, the "Leases"). The use of any well or unit name in the heading of Exhibit "A" is for Assignor's identification purposes only and shall not enlarge or diminish the interests assigned herein;

2. All presently existing contracts to the extent they are assignable and to the extent affecting the Leases including agreements for the sale or purchase of oil, gas and associated hydrocarbons, processing agreements, division orders, unit agreements, operating agreements, and all other contracts and agreements arising out of, connected with, or attributable to the production therefrom (Assignor reserves all of its right, title and interest in all contracts (I) insofar as they pertain to any interest retained by Assignor and (ii) as to all rights and claims arising prior to the Effective Date save and except gas balancing rights and obligations more particularly addressed in Article VII, below; and excepts any insurance contracts and any contracts with parent, subsidiary or affiliate corporations of Assignor, if any, other than contracts specifically set forth in the Exhibit(s).);

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

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

5. Copies of land, title and division of interest files; contract files; engineering and well files in the possession of Assignor and relating to the Properties and delivered to Assignee at Assignor's sole discretion (hereinafter referred to as "Documents"). Assignee agrees that the Documents shall be open for inspection by representatives of Assignor at reasonable times and upon reasonable notice during regular business hours for a period as long as any lease assigned hereby is in effect following the Effective Date (or for such longer period as may be required by law or governmental regulation), and that Assignor may during such period at its expense make such copies thereof as it may reasonably request. Assignor agrees that such documents and materials as shall be retained by Assignor and that are related to the Properties, the conduct of business or the operation of the Properties shall be open for inspection by representatives of Assignee at reasonable times and upon reasonable notice during regular business hours for a period of three (3) years from and after the

Ebco 10/20/98 Sale
Lot # 62 ~ .01

NOV 19 [illegible]

115

RECORDED 11/05/1998 AT 09:00 AM REC# 1275290 BK# 0905 PG# 1701
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page: 2 of 8

Effective Date, and that Assignee may during such period at its expense make such copies thereof as it may reasonably request; provided, however, Assignor shall have no obligation to provide Assignee access to documents or materials Assignor considers confidential or which have third-party restrictions prohibiting disclosure.

Without limiting the generality of the foregoing, for a period as long as any lease assigned hereby is in effect after the Effective Date (or for such longer period as may be required by law or governmental regulation), Assignee shall not destroy or give up possession of any original or final copy of the Documents without first offering Assignor the opportunity at Assignor's expense, to obtain such original or final copy or copy thereof. After the conclusion of such period, Assignee shall offer to deliver to Assignor, at Assignor's expense, the Documents prior to giving up possession or destroying the same.

PROVIDED FURTHER THAT, Assignor reserves and does not convey the right to recover any royalty overpayments for production prior to the Effective Date, vehicles, trucks (including associated tools), equipment and/or material temporarily located on the lands assigned herein, any equipment, pipelines, fixtures or interests in land owned by any third party purchaser and/or transporter of oil and/or gas, including any subsidiary company of Assignor.

Any covenants implied by statute or law by use of the words "sell", "assign", or "transfer", or other similar words to be contained in this Assignment, are hereby expressly restrained, disclaimed, waived and negated.

II

Assignee by acceptance hereof assumes responsibility for and agrees to plug and abandon each and every well located on the Properties including but not limited to those wells as shown on Exhibit "A", and to restore the surface of the Properties surrounding such wells in accordance with applicable governmental rules, regulations, laws and orders, and as may be required under any lease, contract or other agreement affecting the Properties (whether or not the plugging or restoration obligation arises prior to or after the Effective Date); and if there is any financial assurance (including, but not limited to, a bond) relating to the Properties on which Assignor is the principal, which financial assurance is required by any law, rule, or regulation, then Assignee shall secure a new financial assurance in the required amount, and supply it to the regulatory body requiring such financial assurance, to the end that Assignor's financial assurance shall be released and discharged. In the event Assignee fails to do any of the foregoing, Assignee agrees to release, indemnify, defend and hold harmless Assignor for all liability for such failure.

Assignee hereby expressly assumes and agrees to be bound by and to perform all of the duties and obligations, which shall include but not be limited to, the filing of all reports of operations and production, and the royalty payor responsibility on all Federal, Indian, State and private leases, accruing after the Effective Date of this Assignment under any contract, unit or operating agreement, or any other agreement affecting the Properties. Assignee shall file a Payor Information Form and establish itself as payor on all Federal and Indian leases covering the Properties on or before the Effective Date, or within fifteen (15) days of the Closing Date, whichever is later. Assignee further expressly assumes and agrees to be bound by and to perform all of the royalty payor duties arising and accruing prior to the Effective Date of this Assignment to the extent of the suspense funds identified and credited to Assignee at post-closing. Assignee agrees to release, protect, defend, indemnify, and hold forever Assignor its officers, directors, employees, and parent, subsidiary and affiliated corporations harmless from all claims, liability, damages, expenses (including attorney's fees), or other costs incurred as a result of claims, demands, lawsuits, causes of action, or judgments arising as a result of Assignee's ownership or operation of the Properties after the Effective Date, including (I) those arising from any duties and obligations assumed hereunder, which shall include but not be limited to, the filing of all reports of operations and production, and royalty payor responsibility on all Federal, Indian, State and private leases; (ii) arising under any contracts or agreements affecting the Properties after the Effective Date; (iii) arising from any accounting errors after the Effective Date, and (iv) arising from or alleged to arise from Assignor's negligence after the Effective Date. Subject to Assignee's obligation to indemnify Assignor under Article V, Assignor agrees to release, protect, defend, indemnify, and hold forever Assignee its officers, directors, employees, and parent, subsidiary and affiliated corporations harmless from all claims, damages, expenses (including attorney's fees), or other costs incurred as a result of claims, demands, lawsuits, causes of action, or judgments arising as a result of Assignor's ownership or operation of the Properties prior to the Effective Date, including those arising from any contracts and agreements affecting the Properties prior to the Effective Date; provided, however, that no such protection will be given by Assignor, and Assignee agrees to indemnify and save Assignor harmless if: (1) the acts or omissions which are the basis for the cause of action occurred on or before the Effective Date, AND (2) on or before the Effective Date Assignee knew or could have known of such acts or omissions by review of Assignor's records, the records of any Federal, Indian or State agency having jurisdiction over the oil and gas operations on the Leases with which Assignee is charged with constructive notice. Each party shall indemnify the other against any claims, causes of action, and lawsuits that are asserted by said party's stockholders and that in any way challenge the transaction contemplated hereunder.

As to any specific Property requiring concurrence or approval of assignment by a third party, such

concurrence or approval shall be obtained by Assignee at its sole cost.

III

To the extent that Assignor continues to own any interest to which Assignor requires access through or over the Properties, Assignor and Assignee shall have concurrent and mutual easements to the Properties for the purpose of exploring, drilling, producing, storing and marketing oil and gas from the parties' respective zones, and the parties shall share in any and all rights granted by said contracts and incident to such exploration and production, including, but not limited to, the right to lay pipelines, water lines, power lines, dig pits, erect structures, and do and perform any and all things reasonably necessary to the interests of the respective parties. If Assignee is assigned a Property which covers less than all of the depths in a pooled unit, Assignee shall have no rights to share in any unit production from any depth not assigned herein.

IV

By acceptance of this Assignment, Assignee acknowledges that Assignee has relied solely on the basis of its own independent investigation of the Assets. Accordingly, Assignee agrees and hereby acknowledges that Assignor has not made, and ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THIS CONVEYANCE IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, WORD USAGE OR OTHERWISE, RELATING TO: (I) ANY COVENANT OR WARRANTY OF TITLE TO THE ASSETS (INCLUDING, BUT NOT LIMITED TO, THE SUBJECT INTERESTS AND POOLED INTERESTS) OR THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIALS AS TO ANY PERSONAL PROPERTY, FIXTURES OR STRUCTURES CONVEYED) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, INFORMATION, DATA OR OTHER MATERIALS REGARDING THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, RECOVERABILITY OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE DATE). By acceptance of this Assignment, Assignee covenants and represents that Assignee has inspected the Assets and accepts the same "AS IS" and "WHERE IS." The parties hereto agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph IV are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.

ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT").

V

Assignee acknowledges that the Properties have been utilized for the purpose of exploration, development and production of oil and gas. Assignee also acknowledges that wastes, including, but not limited to, crude oil, natural gas, natural gas liquids, produced water, and other wastes associated with oil and gas production and exploration operations, may have been spilled, released or disposed of on-site by, among other ways, placement in pits, burial, land farming, land spreading and underground injection, into or onto the Properties. In addition, Assignee acknowledges that some oil field production equipment may contain asbestos and/or naturally-occurring radioactive material (hereinafter referred to as "NORM"). In this regard, Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale or in other forms, and that wells, materials and equipment located on the Properties described herein may contain NORM and that NORM-containing materials may be buried or have been otherwise disposed of on the Properties. Assignee also expressly understands that special procedures may be required for the removal and disposal of asbestos and NORM from the equipment and Properties where it may be found, and that Assignee assumes all liability when such activities are performed. Assignee acknowledges and agrees that, prior to its acceptance of this Assignment, Assignee has been given adequate and timely access to and has access to the Properties, Assignor's records relating to the Properties, and public records regarding the Properties. By accepting this Assignment, Assignee agrees to accept responsibility and liability for the condition of the Properties and agrees that any conveyance of the Properties will be on an "AS IS" and "WHERE IS" basis, and Assignee hereby releases Assignor, its parent and subsidiary corporations, and Assignor and its parent and subsidiary corporations' officers, directors, employees and servants, from any liability with respect thereto.

Assignee, its successors and assigns, hereby further agrees to indemnify and defend Assignor, its successors and assigns, from and against all claims, demands and causes of action, including any civil fines, penalties, costs of clean-up or plugging liabilities (including abandonment costs and environmental pollution costs) for any and all wells, brought by any and all persons, including (without limitation) Assignee's and Assignor's employees, agents, or representatives and also including (without limitation) any private citizens,

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 8

persons, organizations, and any agency, branch or representative of Federal, State or local government, on account of any personal injury or death or damage, destruction, or loss of property, contamination of natural resource (including soil, surface water, or ground water) resulting from or arising out of any liability caused by or connected with the presence, disposal or release of any material of any kind in, on or under the Properties at the time they are conveyed to Assignee, or thereafter caused by acts of Assignee, its employees, representatives, successors, or assigns, or agents with regard to its use of the Properties subsequent to the conveyance of the Properties hereunder, without regard to Assignor's (1) negligence, whether such negligence is active or passive, joint, sole or concurrent, or (2) strict liability. This indemnification shall be in addition to any other indemnity provisions contained in this instrument, and it is expressly understood and agreed that any terms of this Article IV shall control over any conflicting or contradicting terms or provisions contained elsewhere in this Assignment.

"Abandonment Costs" means the obligation to properly plug and abandon all wells, excluding only the wells reserved by Assignor under Article I.3., now or hereafter located on the impoundments or on the Leases or the Properties, regardless of whether any such obligation to plug and abandon is attributable to periods of time prior to or after the Effective Date; and all obligations to clean, close, and abandon all pits and impoundments and restore and reclaim the surface in connection with all existing wells and related equipment and facilities, whether or not such wells and facilities are in use as of the Effective Date pursuant to applicable requirements, including those obligations under contracts and under local, state and federal laws, regulations, permits and orders.

"Environmental Pollution Costs" means any and all expended costs and penalties arising from: any injury or death to persons; property damage, response costs as defined in Section 101(25) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USCA 9601 et seq.), including within that definition any costs caused by the release, or threatened release into the environment, of any pollutant, contaminant, solid or hazardous waste, hazardous substance, produced water or petroleum, including natural gas, crude oil or any fraction thereof, damages as described under Section 1002(b) (2) of the Oil Pollution Act of 1990 (as well as those caused by the release of oil), as well as any and all losses, claims, liens, demands and causes of action of any kind or character and expenses (including judgments, interest, court costs and reasonable attorneys' and experts' fees and violation of, or costs appropriate to assure compliance with, any federal, state or local law, including common law, regulations, orders, permits and contracts applicable to any exploration, production, handling, generation, injection, transportation, storage, disposal, sale or release of any pollutant, contaminant, solid or hazardous waste, hazardous substance, produced water or petroleum, including natural gas, crude oil and any fraction thereof. It is understood and agreed that Environmental Pollution Costs under this Agreement do not extend to and cover liabilities arising from the transportation and commercial disposal off site of any waste generated in the course of exploration, drilling and production operations by Assignor.

The parties agree that the indemnity provisions of this paragraph IV above shall apply regardless of whether Assignor, its officers, directors, employees, parent, affiliates and subsidiary corporations, and its predecessors in title to the Properties were wholly or partially, or actively or passively negligent, or contributed to negligence, or otherwise at fault, and whether or not the claim, damage, loss or liability is based on a theory of negligence, negligence per se, strict liability, willful misconduct, products liability, premises liability or other theory of liability.

VI

Assignee shall have no right or power to take any action, by amendment, waiver, or otherwise, that would limit, modify, abridge, or terminate Assignor's right to initiate the "good faith negotiation procedures" prescribed in FERC Order Nos. 451 et seq., as to any of its "existing contracts" with the same purchaser to whom the Properties are currently dedicated. Nothing herein shall obligate Assignor to initiate, or refrain from initiating, such "good faith negotiation procedures." Nothing herein shall limit or affect Assignor's right to determine, at its sole discretion, acceptable contractual terms and conditions when conducting such "good faith negotiations" with the purchaser of production from the Properties or assigned wells only.

The provisions of paragraph V shall be binding upon the successors and assigns of Assignor and Assignee and shall constitute covenants running with the land.

VII

Oil remaining in the tanks above the pipeline connection on the Effective Date hereof shall be the property of Assignor. All gas produced and saved up to such Effective Date shall belong to Assignor. All gas produced and saved after such Effective Date shall belong to Assignee. Assignee agrees to indemnify, defend and hold Assignor harmless from any and all claims relating to the Leases for cash or in-kind gas balancing, regardless of the period of time, price, formation or vintage for which they are asserted. Any rights of Assignor to receive such cash or in-kind balancing are hereby assigned to Assignee.

Assignor and Assignee agree but do not warrant that as of the Effective Date of this Assignment there may be a gas balance as to the well(s) located on the Lands and Assignee agrees to accept, assume and bear this imbalance without cost, expense or liability to Assignor. It is further understood and agreed that if overproduction or underproduction is identified at a later date, then Assignee hereby accepts, assumes and agrees to bear any and all such imbalance without cost, expense or liability to Assignor.

VIII

A. Assignor shall be liable for all ad valorem taxes, real property taxes, personal property taxes, and similar obligations ("Property Taxes") accruing up to but excluding the Effective Date. Accordingly, Property Taxes relating to the ownership of the property in 1998 shall be apportioned by Assignor and Assignee based on a fraction, the numerator of which shall be the number of days the property is owned by the Assignor exclusive of the Effective Date) and the denominator of which shall be 366 days. Assignee shall be liable for all property Taxes relating to the ownership of the property for years subsequent to 1998.

In regard to the apportionment of Property Taxes related to the ownership of the property in 1998 as provided above, if Assignor receives the statement from the taxing authority or a joint-interest billing for property taxes, Assignor shall, within forty-five days of receipt, mail the statement/bill together with Assignor's check, payable to the taxing authority or operator, for Assignor's proportionate share in accordance with the above formula, to Assignee. If Assignee receives the statement/bill, Assignee shall furnish a copy of the statement/bill to Assignor; and within thirty (30) days of receipt Assignor shall mail its check, payable to the tax authority or operator for its proportionate share, to Assignee.

Within 90 days after the Closing Date, Assignor shall forward a post-closing statement, or statements, to Assignee to account for any production proceeds, less all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Properties from and after the Effective Date. Any sums which may be due either party shall be paid one party to the other as may be appropriate, within twenty (20) days after the receipt of the post-closing statement. If after the post-closing settlement, either Assignor or Assignee receives any monies on invoices for adjusted billings that are due to or from the other party, the recipient shall promptly furnish same to the other party.

Assignee agrees that the purchase price provided for hereunder excludes any sales taxes or other taxes, if any, required to be paid in connection with the sale of the Properties pursuant to this agreement. Assignee shall be liable for and bear all sales and use taxes, conveyance, transfer and recording fees and real estate transfer stamps or taxes, if any, imposed on any transfer of the Properties pursuant to this agreement.

C. Assignee agrees to withhold from future income distributions to royalty owners, overriding royalty interest owners and other production burden holders as to the Properties, amounts sufficient to reimburse Assignor for various taxes (e.g., ad valorem, real property, severance, personal property, etc.) paid by Assignor on behalf of such interest holders while Assignor owned the Properties. The above shall include withholdings for co-working interest owners where Assignor has paid their taxes as well. Assignor shall provide Assignee with sufficient documentation to allow Assignee to confirm amounts to be withheld and shall indemnify and hold Assignee harmless from liability for deducting such sums as directed by Assignor. Assignee agrees to promptly forward to Assignor such sums which are deducted pursuant to this provision.

D. Each party to this Assignment shall provide the other party with reasonable access to all relevant documents, data and other information which may be required by the other party for the purpose of preparing tax returns and responding to any audit by any taxing jurisdiction. Each party to this Assignment shall cooperate with all reasonable requests of the other party made in connection with contesting the imposition of taxes. Notwithstanding anything to the contrary in this Assignment, neither party to this Assignment shall be required at any time to disclose to the other party any income tax returns or other confidential tax information.

IX

In the case of any Properties operated by the Assignor, Assignee shall remove Assignor's signs from the Properties within ten (10) working days after the Closing Date by Assignor hereof. In the event Assignee fails to do so, Assignor's representatives shall have full access to the property for such purpose.

X

By executing this Assignment and Bill of Sale, Assignee acknowledges that Assignee is able to bear the economic risk of any oil and gas investment Assignee is obligated to or might choose to make in the Properties and that Assignee is capable of evaluating the merits and risks of investments in the Properties. Assignee also represents that Assignee is making the investment in the Properties for Assignee's own account and not with a view to the distribution or sale thereof, and that Assignee is acting solely for Assignee's own account in evaluating the Properties.

XI

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

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 8

XII

In addition to this Assignment, Assignor and Assignee shall execute, if applicable, any documents or instruments required by any state or federal authority to further evidence the assignment of interests in and to the Properties by Assignor to Assignee. Such separate assignments of the Properties will be executed and filed by Assignor to Assignee, on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth (or incorporated) herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

XIII

Assignment and Bill of Sale may be executed in any numbers of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all parties who have executed such a counterpart with the same force and effect as if all parties had signed the same document.

Executed on the dates contained in the acknowledgments of this Assignment, to be effective for all purposes as of the Effective Date.

"ASSIGNOR"

8 Way Oil & Gas, Inc.

W. Wesley Perry, President

"ASSIGNEE"

by: John Wrather

Name: John Wrather

Title: Ind.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 20th day of October, 1998, by W. Wesley Perry, President of 8 Way Oil & Gas, Inc., a Texas Corporation, and on behalf of said corporation.

My Commission Expires:

MIKE KETTER
MY COMMISSION EXPIRES
January 11, 1999

_Notary Public in and for the State of Texas

Corporate Acknowledgment

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1998,

by _____, _____

of _____, a _____, and on behalf of said corporation.

My Commission Expires:

_____

_Notary Public in and for the State of Texas

Ebco 10/20/98 Sale
Lot #

[redacted] [redacted] [redacted]

RECORDED 11/05/1998 AT 09:00 AM REC# 1275290 BK# 0905 PG# 1706
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 8

Individual Acknowledgment

STATE OF TEXAS §
§
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 20th day of October, 1998, by John Rather.

My Commission Expires:
7-14-01

Notary Public in and for the State of Texas

M. I. ESTRADA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07-14-01

Ebco 10/20/98 Sale
Lot #

121

RECORDED 11/05/1998 AT 09:00 AM REC# 1275290 BK# 0985 PG# 1787
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 8

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective November 1, 1998, by and between 8 Way Oil & Gas, Inc., as Assignor, covering lands situated in Sweetwater and Sublett Counties,Wyoming

Sequoyah Well

Those valid and subsisting Oil & Gas Leases covering **Section 6: Being Lots 1-7, T-19-N, R-111-W,** Sweetwater County, Wyoming, limited to the minimum proration unit for the Sequoyah well.

.0074356	Working Interest
.0059000	Net Revenue Interest

URC 1-20 Well

Those valid and subsisting Oil & Gas Leases covering **Section 20:** NE NW, 30N **-113-W, Sublett** County, **Wyoming**, limited to the minimum proration unit for the **URC 1-20** well.

.02436390	Working Interest
.01825656	Net Revenue Interest

The leases above give rise to the operating interest and net revenue interest in production in the wells as specified above. Any working interests and net revenue interests set forth are provided for purposes of title examination and do not constitute and shall be interpreted to constitute warranties or covenants of title.

[redacted] [redacted] [redacted]

CORRECTION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT;

WHEREAS, by effective date of October 27, 1998, Rosemary Abriani and Felix G. Abriani, wife and husband, did execute and deliver unto McMurry Oil Company, for the consideration therein mentioned, an Oil and Gas Lease covering the following described lands located in Sublette County, Wyoming, 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

Containing 240.00 acres, more or less.

WHEREAS, in said Oil and Gas Lease, by mistake, the capacity in which the above mentioned Lessors executed and signed said Oil and Gas Lease was incorrect.

AND WHEREAS, by Mineral Quitclaim Deed dated February 27, 1996, Rosemary Abriani and Felix G. Abriani, conveyed all of their mineral interest in the above described lands to Felix G. Abriani and Rosemary Abriani, Trustees under the Rosemary Abriani Living Trust, dated November 30, 1995.

AND WHEREAS, the parties are desirous to change and amend said Oil and Gas Lease as is recorded in Book 109 O&G, Page 564, Sublette County, Wyoming, to read: "Felix G. Abriani and Rosemary Abriani, Trustees under the Rosemary Abriani Living Trust dated November 30, 1995."

NOW THEREFORE, in consideration of ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby amend said Oil and Gas Lease with respect to the above changes and hereby execute, adopt and ratify said Oil and Gas Lease as so amended.

IN WITNESS WHEREOF, this instrument is executed on the 7 day of Dec, 1998.

x Felix G Abriani
Felix G. Abriani, Trustee

x Rosemary Abriani
Rosemary Abriani, Trustee

271128 11:50A
RECORDED December 28 1998 M
IN BOOK 110 O-F PAGE 123
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Page

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 7th day of December, 1998, by Felix G. Abriani and Rosemary Abriani, Trustees under the Rosemary Abriani Living Trust, dated November 30, 1995.

WITNESS MY HAND AND OFFICIAL SEAL:

My Commission Expires: 8-12-99

Janet Paulsen
Notary Public
Lincoln County, WY
My Commission Expires
August 12, 1999

x Janet Paulsen
Notary Public:
Address: Kemmerer, WY

124

CORRECTION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT;

WHEREAS, by effective date of August 18, 1998, Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under Trust Agreement dated October 17, 1979, did execute and deliver unto McMurry Oil Company, for the consideration therein mentioned, and Oil an Gas Lease covering the following described lands located in Sublette County, Wyoming, 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

Containing 240.00 acres, more or less.

WHEREAS, in said Oil and Gas Lease, by mistake, the effective date was written August 18, 1998, instead of the correct effective date of April 30, 1999.

AND WHEREAS, the parties are desirous to change and amend said Oil and Gas Lease as is recorded in Book 108 O&G, Page 671, by Reception Number 269401, Sublette County, Wyoming, to have an effective date of April 30, 1999.

NOW THEREFORE, in consideration of ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby amend said Oil and Gas Lease with respect to the above changes and adopts and ratifies said Oil and Gas Lease as so amended.

IN WITNESS WHEREOF, this instrument is executed on the 23rd day of December, 1998.

X Esther G. Cheesman f.k.a. Esther G. Bunning
Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under Trust Agreement dated October 17, 1979.

271129
11:50 A
RECORDED December 28 1998 M
IN BOOK 110 O&G PAGE 124
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda Page

ACKNOWLEDGMENT

STATE OF CALIFORNIA ss
COUNTY OF SAN DIEGO ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by Esther G. Cheesman, in the capacity stated therein.

WITNESS MY HAND AND OFFICIAL SEAL:

My Commission Expires:

X_____
Notary Public:
Address:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On November 23, 1998 (Date) before me, Cheryl L Hollenbeck, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Esther G. cheesman, f.k.a. Esther G. Bunning (Name(s) of Signer(s)),

☐ personally known to me
XX 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.

CHERYL L. HOLLENBECK
Commission # 1189189
Notary Public - California
San Diego County
My Comm. Expires Jul 5, 2002

WITNESS my hand and official seal.

Cheryl L Hollenbeck
Signature of Notary Public

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: Correction of Oil and Gas Lease

Document Date: November 23, 1998 Number of Pages: 1 (one)

Signer(s) Other Than Named Above: None

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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ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned MARK J. MOURNE d/b/a MOURNE OIL AND GAS of 1500 Fourmile Lane, Canon City, CO 81212, hereinafter referred to as "ASSIGNOR", for and in consideration of the sum of Twenty-five Hundred and no/100 Dollars ($2,500.00), the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer sell and convey unto DAVID NEHER and MICHELE NEHER, as joint tenants with full right of survivorship, of P.O. Box 4430, Marbleton, Wyoming 83113, hereinafter referred to as "ASSIGNEE", their heirs, successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases, interest in minerals, royalty interests and overriding royalty interests which Assignor may have in the properties or interests as set out in Exhibit "A" attached hereto and made a part hereof, including but not limited to a 3% overriding royalty interest in the production from the well bore of the Jefferson 20-24 well, together with all personal property, fixtures and improvements on, appurtenant to, or used or obtained by Assignor in connection with the land or wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, crude oil, condensate or products placed into storage or into pipelines, gathering systems, power lines, roads, and field processing plants, all other appurtenances thereunto belonging, all in "as is-where is" condition.

Assignor warrants that he holds and owns a 3% overriding royalty interest in all minerals that are produced from the well bore of the Jefferson 20-24 well located in the W½SW¼ of Section 24, Township 27 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.

To have and to hold the same unto Assignees, Assignees' successors and assigns forever, subject to the terms and provisions contained in the lease, contracts, and assignments relating thereto, and to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction thereof, all of which Assignee hereby assumes insofar as same are applicable to the interest hereby assigned, and further subject to the terms and provisions of all assignments, contracts and provisions through which Assignor acquired its title to said oil and gas leases, interest in minerals, royalty interests and overriding royalty interests, or to which said oil and gas lease and interests are subject.

Executed this 3rd day of November, 1998, but shall be effective as of April 1, 1998.

ASSIGNOR:

Mark J. Mourne
MARK J. MOURNE d/b/a MOURNE OIL AND GAS

271133

3:20P

RECORDED December 28 1998 M
IN BOOK 110 D-6 PAGE 136
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barbara Page

ASSIGNEE:

David W. Neher
DAVID NEHER

Michele Neher
MICHELE NEHER

STATE OF Colorado)
) ss.
COUNTY OF Fremont)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of November, 1998, personally appeared Mark J. Mourne, d/b/a Mourne Oil And Gas, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and year last above stated.

Joann L. Burgess
Notary Public

My Commission Expires: 5-10-99

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of November, 1998, personally appeared David Neher, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and year last above stated.

Sallie Waters
Notary Public

My Commission Expires: 4-9-02

Sallie Waters - Notary Public
County of Sublette State of Wyoming
My Commission Expires 04/09/2002

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of November, 1998, personally appeared Michele Neher, to me known to be the identical person who subscribed her name to the forgoing instrument and acknowledge 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 hereto set my hand and official seal the date and year last above stated.

Sallie Waters
Notary Public

My Commission Expires: 4-9-02

Sallie Waters - Notary Public
County of Sublette State of Wyoming
My Commission Expires 04/09/2002

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated _____, 1998 by and between Mark J. Mourne DBA Mourne Oil and Gas and David and Michelle Nel covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION	
USA W-57811	Fred Goodstein	10-1-77		T27N-R110W, 6th P.M.
			Tract I	Sec. 24: N/2 NW/4; N/2 NE/4; and SE/4 NE/4
			Tract I	Sec. 24: S/2 NW/4; SW/4 NE/4 Sec. 25: NE/4 NW/4
			Tract II	Sec. 25: SE/4 NW/4

*Assignment of Operating Rights Only

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EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated _____, 1998 by and between Mark J. Mourne DBA Mourne Oil and Gas and David and Michelle Neher covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
USA W-48192	James W. Haefele	12-1-74	All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the SE/4 NE/4 of Section 23 and the SW/2 SE/4 of Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublette County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.
USA W-48192	James W. Haefele	12-1-74	All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the NE/4 NE/4 of Section 23 and the N/2 SE/4 of Section 24, and the N/2 NE/4 Sec. 25, Township 27 North, Range 110 West, Sublette County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublette County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.

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EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated _____, 1998 by and between Mark J. Mourne DBA Mourne Oil and Gas and David and Michelle Neher covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
SA W-49630	Barbara E. Hannifin	4-1-75	T27N-R110W 6th P.M. Sec. 24: W/2 SW/4 - Shallow Rights Sec. 25: NW/4 NW/4 - Shallow Rights SW/4 NW/4 - Shallow Rights
SA W-0320797	Margaret E. Allen	12-1-65	T27N-R110W 6th P.M. Sec. 23: E/2 SE/4 Sec. 26: NE/4 NE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming. Below 14,892 feet, or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 120 acres, more or less, in Sublette County, Wyoming. T27N-R110W 6th P.M. Sec. 23: SW/4; W/2 SE/4 Sec. 26: W/2; W/2 E/2; SE/4 NE/4; NE/4 SE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming. Below 14,892 feet, or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 800 acres, more or less, in Sublette County, Wyoming.

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 21st day of July, 1998, but effective as of April 1, 1998, is from Basin Exploration, Inc. (Basin) whose address is 370 17th Street, Suite 3400, Denver, Colorado 80202 to Cross Timbers Oil Company (Cross) whose address is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, as successor to FMC Corporation (FMC).

RECITALS

Basin and FMC entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992 (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit "A" attached hereto and made a part hereof. Basin, pursuant to such Farmout has drilled a well (Well) identified as the Federal 1-25 Well on the Lands. This well is located on the NE/4 of the NE/4 of Section 25, Township 27 North, Range 112 West, is capable of producing oil or gas in commercial quantities from the Bear River formation, and has reached "payout" as defined in the Farmout. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

By Assignment, Bill of Sale and Conveyance dated September 16, 1994 and recorded December 16, 1994 in the records of Sublette County, Wyoming in Book 100 O&G at Page 110, (Previous Assignment), FMC conveyed all of its right, title and interest in and to the Lease as to the Assigned Depths (the Interests). For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Basin does hereby transfer, assign, grant, bargain, sell and convey to Cross an undivided 33.0% of the Interests **insofar and only insofar** as such Interests cover the Lease and relate to the Lands and the Assigned Depths *acquired by Basin from FMC in the Previous Assignment*, as shown on Exhibit "A", together with a proportionate interest in:

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

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

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

271162

RECORDED Dec. 31, 1998 M 8:50A
IN BOOK 110 O+G PAGE 131
FEES $12.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 17th day of June, 1994 by and between the parties hereto, covering the NE/4 of Section 25, Township 27 North, Range 112 West, and under which Basin is Operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail

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

This Assignment is effect as of the date of payout of the Well, being April 1, 1998.

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

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

ATTEST:

Howard L. Boigon
Secretary

BASIN EXPLORATION, INC.

Sam D. Winegrad
Vice President of Corporate Development

ATTEST:

By:
Title:

CROSS TIMBERS OIL COMPANY

By: Vaughn O. Vennerberg, II
Title: Senior Vice President - Land

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before my by Sam D. Winegrad, as Vice President of Corporate Development of Basin Exploration, Inc. this 17th day of July, 1998.

Witness my hand and official seal.

My commission expires: 1-31-2001

SHARON D. BEATTY ... COLORADO

My Commission Expires 01/31/2001

Sharon D. Beatty
Notary Public

STATE OF TEXAS)
)ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before my by Vaughn O. Vennerberg, II as Senior Vice President - Land of Cross Timbers Oil Company, this 9th day of December, 1998.

Witness my hand and official seal.

My commission expires:

KIM FIELDS RHOADS
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/13/99

Kim Fields Rhoads
Notary Public

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

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 112 West, Section 25, the NE/4 (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease No. WY-3776.

Please return to:
Cross Timbers Oil Company
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attention: Kim Rhoads

[redacted] [redacted] [redacted]

1998 AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT

WHEREAS, GILMAN A. HILL, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, all located at 7128 S. Poplar Lane, Englewood, Colorado 80112, with offices at 6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977, Englewood, Colorado 80111 (collectively referred to as SHAMA ZOE) desire to enter into this 1998 AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT (the 98-Agreement); and

WHEREAS, GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION, all located at 185 Candlewood Path, Dix Hills, New York 11746, (collectively referred to as LIBERTY), are willing to enter into this 1998 AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT (the 98-Agreement); and

WHEREAS, this 1998 AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT (hereinafter called the "98-Agreement") provides an amendment to Paragraph B of the prior agreement titled "AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT", effective as of February 1, 1997, and executed by Gregor Klurfeld on July 31, 1997 and by Gilman A. Hill on August 4, 1997 (hereinafter called the "97-Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, SHAMA ZOE and LIBERTY agree as follows:

1. The date of December 31, 1998 on the third line of Paragraph B, Page 2, of the 97-Agreement is hereby changed to May 31, 1999.

2. The five (5) additional wells drilled and to be drilled hereunder in fulfillment of this revised Paragraph "B" obligation of the 97-Agreement shall be as follows:

A. Three (3) of these five (5) Paragraph B obligation wells, which are already drilled, are the following:

(1) Luman #11-25 well (Alpine Tech Unit), located in the NE/4 SW/4 of Section 25, of T32N-R110W, commenced on August 13, 1997, and reaching total depth of 12,652 feet on September 13, 1997 (Note this third well drilled in 1997, following the Cottonwood #32-33 well and the Daniel #2-16 well drilled in fulfillment of the Paragraph A obligations of the 97-Agreement, counts as the first Paragraph B obligation well.)

271164

RECORDED Dec. 31, 1998 AT 9:30 A.M.
IN BOOK 110 ORIG. PAGE 135
FEES $ 12.00
SUBLETTE COUNTY CLERK
By Cathy Scotton

(2) Luman #13-22 well (Alpine Tech Unit), located in the SW/4 SW/4 of Section 22, of T32N-R110W, commenced on June 30, 1998, and reaching total depth of 8,223 feet on August 1, 1998, to test and evaluate the Fort Union Formation.

(3) Cottonwood #13-27 well (Green Piney Unit), located in the SW/4 SW/4 of Section 27-T32N-R111W, commenced on October 5, 1998, and reaching total depth of 7,404 feet on November 29, 1998, to test and evaluate the Fort Union Formation.

B. The remaining two (2) of these five (5) Paragraph B obligation wells to be drilled prior to May 31, 1999 will be selected from the following preliminarily prepared drill sites:

(1) Ryegrass #11-13 well (Daniel Unit), located in the NE/4 SW/4 of Section 13, of T33N-R112W, whose Application for Permit to Drill (APD) was filed with the Bureau of Land Management (BLM) on August 3, 1998 and has not yet been issued, thereby creating by the BLM an unavoidable delay in the drilling of this well. Effective December 16, 1998, the BLM has given an extension of time, to commence drilling this second Daniel Unit obligation well, until 30 days after the winter-frozen ground has thawed enough to permit the dirt work required to build this drill-site pad.

(2) Mesa #13-4 well (Alpine Tech Unit), located in the SW/4 SW/4 of Section 4-T31N-R110W, or alternatively, the Mesa #11-9 well, located in the NE/4 SW/4 of Section 9-T31N-R110W. This drill-site location is based on the Chevron scientific seismic/fracture/reservoir analysis project on which Alpine had farmed out portions of its lands for a Chevron, et al, drilling commitment. Chevron failed to drill this well because of drill-site title problems which are in the process of being remedied to provide an approved drill-site title opinion.

(3) Other alternative drill-site locations may be used if the above locations are found to be geologically or operationally unfavorable or unavailable.

3. All other terms and conditions of the 97-Agreement shall remain in full force and effect as stated therein, subject only to the revisions thereof established by the above paragraphs #1 and #2 herein.

IN WITNESS WHEREOF, this 1998 AMENDED LEASE RE-ASSIGNMENT RIDER AGREEMENT (98-Agreement) has been executed on behalf of the parties hereto on the date appearing below their signature but to be effective as of December 23, 1998.

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

By Gilman A. Hill
Gilman A. Hill, General Partner

Date: December 18, 1998

Gilman A. Hill
GILMAN A. HILL, INDIVIDUALLY

Date: December 18, 1998

LIBERTY PETROLEUM CORPORATION

By
Gregor Klurfeld, President

Date: 12-24-98

UNITED OIL CORPORATION

By
Gregor Klurfeld, President

Date: 12-24-98

GREGOR KLURFELD, individually

Date: 12-24-98

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of December, 1998, by Gilman A. Hill as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, a Colorado Partnership, d/b/a Alpine Gas Company.

Witness my hand and seal this 18th day of December, 1998.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 18th day of December, 1998, before me personally appeared GILMAN A. HILL, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 18th day of December, 1998.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

STATE OF NEW YORK)
) ss.
COUNTY OF SUFFOLK)

On the 24th day of December, 1998, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of LIBERTY PETROLEUM CORPORATION and that the foregoing instrument was signed by said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24th day of December, 1998.

Linda K. Blumkin, Notary Public

My Commission Expires:
Aug. 31 1999

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, 1999

STATE OF NEW YORK)
) ss.
COUNTY OF SUFFOLK)

On the 24th day of December, 1998, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of UNITED OIL CORPORATION and that the foregoing instrument was signed by said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24th day of December, 1998.

Linda R. Blumkin Notary Public

My Commission Expires:
Aug. 31, 1999

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, 1999

STATE OF NEW YORK)
) ss.
COUNTY OF SUFFOLK)

On the 21st day of December, 1998, before me personally appeared GREGOR KLURFELD, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 24th day of December, 1998.

Linda R. Blumkin Notary Public

My Commission Expires:
Aug. 31, 1999

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, 1999

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 23rd day of December 1998, to be effective as of the 31st day of December, 1998, by and between **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **WEEKS OIL PROPERTIES, LLC**, a Colorado limited liability company with an address of 1201 Williams Street, Suite 11A, Denver, Colorado 80218 referred to as "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner of certain overriding royalty interests in, to and under each of those oil and gas leases more particularly described on Exhibit "A" attached hereto and made a part hereof, said leases being hereinafter referred to as the "Leases"; and

WHEREAS, Assignor desires to convey unto Assignee all of Assignor's overriding royalty interest in each of the Leases described on Exhibit "A" insofar only as the Leases cover those lands described on said exhibit;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignee all of Assignor's overriding royalty interest in and to each of the Leases, and any extension or renewal thereof, insofar only as each of said Leases covers those lands described on Exhibit "A".

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignee, its successors and assigns, forever. Each of the overriding royalty interests herein conveyed shall be subject to all matters of record including, without limitation, any Unit Agreement, Communitization Agreement or Joint Operating Agreement which is binding upon the oil and gas leasehold interests burdened by said overriding royalty and to the terms of the corresponding oil and gas lease.

With respect to each overriding royalty interest conveyed herein Assignee shall bear and pay its proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with said overriding royalty interest including without limitation, all production, severance, excise or other taxes;

Each of the overriding royalty interests herein conveyed unto Assignee shall bear and pay its proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests herein conveyed may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or

271165

RECORDED Dec. 31 1998 M 9:45A
IN BOOK 110 OF G PAGE 134
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Wyoming State Land Office, State of Wyoming, by Assignor to Assignee in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

WRW ENERGY CO., a Colorado general partnership

By: _____
William R. Weeks, general partner

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

The foregoing instrument was acknowledged before me this 23rd day of December, 1998, by William R. Weeks as general partner, of WRW Energy Co., a Colorado general partnership on behalf of the partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
April 18, 2001
(S E A L)

Notary Public
Address: 1775 Sherman #1400
Denver, Co 80203

E:\EMA\WPDOCS\FCC\ASSIGN\WRW1211.WPD

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EXHIBIT "A" PAGE 1

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between WRW Energy CO. and Weeks Oil Properties, LLC.

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-125943	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 18: Lots 1-4, E/2, E/2 W/2		
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 17: All		88 367
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4, SW/4 Section 29: NE/4, SW/4	1,280.00	88 369
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, E/2NW/4, SE/4		88 371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, W/2SW/4, SE/4		88 373
WYW-125952	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: NW/4, SE/4 Section 23: NW/4, SE/4 Section 24: NW/4, SE/4	1,280.00	88 379
WYW-125953	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NW/4 Section 22: SE/4, NW/4	480.00	88 381
WYW-125954	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 25: NW/4, SE/4	320.00	88 383
WYW-126100	McMurry Oil Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4 Section 7: Lots 1, 2, E/2NW/4, SE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, SE/4, E/2NW/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4	1,721.05	88 452

EXHIBIT "A" PAGE 2

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-126474	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 18: Lots 3, 4, E/2SW/4 Section 19: Lots 3, 4, NE/4, E/2SW/4 Section 20: NE/4, SW/4	789.44	88 456
WYW-126377	McMurry Oil Company	03/01/92	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, SE/4 Section 6: Lot 4, S/2SE/4 Section 7: SE/4 Section 8: NW/4, SE/4	823.95	88 425
WYW-126101	McMurry Oil Company	01/01/92	Township 30 North, Range 109 West, 6th P.M. Section 10: SE/4 Section 18: SE/4 Section 19: Lots, 1, 2, E/2NW/4, SE/4 Section 30: Lots 1, 2, E/2NW/4, SE/4 Section 32: NW/4, SE/4 Section 33: NW/4, N/2SE/4	1,554.01	88 453
WYW-126473	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 8 : NE/4, SW/4	959.96	88 455
W-57521	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S/2S/2 Section 3: Lots 1-4, S/2S/2 Section 10: All Section 11: All		81 86
W-104178	HPC, Inc.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 15: NE/4, SW/4 Section 18: Lots 3, 4, NE/4, E/2SW/4	1,274.03	88 397
W-106728	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: NW/4. SE/4 Section 31: Lots 1, 2, E/2NW/4, SE/4	654.55	88 399
W-107206	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: NE/4, SW/4 Section 13: NE/4, SW/4 Section 24: NE/4, SW/4	960.00	88 403
W-100901	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: N/2SW/4, SE/4SW/4, NE/4	280.00	88 405
W-118151	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 3, 4, S/2SW/4	161.97	84 590

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Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
W-118152	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2 Section 30: Lots 3, 4, E/2SW/4, NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4	1,173.27	84 585
W-118153	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4 Section 33: NE/4, SW/4 Section 34: NE/4, SW/4 Section 35: NE/4, SW/4	1,280.00	84 580
W-118154	Home Petroleum Corp.	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NE/4, SW/4		84 574
W-118163	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West Section 20: NW/4, SE/4 Section 21: NW/4, SE/4 Section 28: NW/4, SE/4	960.00	84 568
W-118164	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 26: NW/4, SE/4 Section 27: NW/4, SE/4	640.00	84 562
ST WY92-00189	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: NE/4SW/4, S/2SW/4	120.00	88 439
ST WY92-00190	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88 439
ST WY92-00191	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 17: N/2NE/4, SE/4NE/4	120.00	88 440
ST WY92-00192	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88 441
ST WY92-00193	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88 442
ST WY92-00197	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 16: SE/4	160.00	88 446
ST WY92-00198	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88 447
ST WY92-00199	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88 448
ST WY92-00200	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88 449

EXHIBIT "A" PAGE 4

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
ST WY92-00201	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88 450
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NE/4, SW/4 Section 33: N/2NE/4, SW/4	560.00	88 471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 11: SW/4NW/4, SW/4, SW/4SE/4 Section 13: SE/4NW/4, NW/4SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4	600.00	88 470
WYW-126772	McMurry Oil Company	05/01/92	Township 30 North, Range 109 West, 6th P.M. Section 3: Lot 3, N/2SE/4	119.62	88 470
WYW-127189	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 7: NE/4 Section 8: NE/4 Section 17: SW/4, SW/4NE/4	1,158.92	88 732
WYW-127190	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NE/4,SW/4 Section 23: NE/4, SW/4	640.00	88 735
WYW-127191	McMurry Oil Company	07/01/92	Township 28 North, Range 107 West, 6th P.M. Section 5: SW/4 Section 17: NE/4, SW/4 Section 18: Lots 3, 4, E/2SW/4, NE/4 Section 33: SW/4	954.68	88 738
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4, NE/4 Section 20: N/2SW/4, SE/4SW/4 Section 28: SW/4 Section 29: NE/4, SW/4	921.14	88 741
WYW-127193	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2NE/4 Section 34: W/2SW/4	160.00	88 744

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EXHIBIT "A" PAGE 5

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-120908	L.M. Grace	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 14: NE/4, SW/4 Section 17: NE/4, SW/4 Section 20: NE/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4	2,400.00	88 717
WYW-127853	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2NE/4, E/2SW/4 Section 7: Lots 3, 4, E/2SW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1, 2, SW/4, S/2NE/4 Section 12: NE/4, SW/4	1,108.03	92 200
WYW-127854	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19 Lots 3, 4, NE/4, E/2SW/4 Section 20: NE/4, SW/4 Section 21: NE/4, SW/4	953.51	92 202
ST WY 92-00412	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	91 363
ST WY 90-00364	Wold Oil & Gas Co.	06/02/90	Township 28 North, Range 108 West, 6th P.M. Section 16: All	640.00	92 5
WYW-128703	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2SW/4	560.00	92 12
ST WY 93-00109	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	92 273
ST WY 93-00114	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 36: NW/4, SE/4	320.00	92 275
WYW-130232	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 11: NW/4, SE/4		93 321
WYW-122309	Standard Energy Co.	11/01/90	Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4	320.00	
WYW-132049	Winston L. Thornton	11/01/86	Township 28 North, Range 109 West, 6th P.M. Section 15: NW/4, SE/4	320.00	92 401

EXHIBIT "A" PAGE 6

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-128039	Kenneth R. Farmer	01/01/93	Township 28 North, Range 109 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4 Section 24: All Section 25: NE/4, SW/4	1,600.00	92 407
WYW-130730	McMurry Oil Co.	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1, 2, S/2SE/4 Section 3: Lots 1, 2, S/2SE/4 Township 29 North, Range 109 West, 6th P.M. Section 24: N/2NW/4, SE/4		94 461
ST WY 93-00553	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	96 3
ST WY 93-00554	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	96 5
ST WY 94-00149	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 36: All	640.00	
ST WY 94-00148	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	96 426
ST WY 94-00147	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4SW/4	40.00	96 424
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2SE/4 Section 24: E/2 NE/4	160.00	96 295
WYW-114848	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4NE/4, SW/4	200.00	96 554
WYW-115608	James O. Breene, Jr.	03/21/98	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2NE/4, E/2SW/4	313.64	96 556
WYW-120614	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4	135.68	96 558
WYW-121398	Ron Dawursk	09/01/90	Township 29 North, Range 109 West, 6th P.M. Section 12: SE/4	160.00	96 560
John B. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 89

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Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
Anne Case	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 91
Catherine Canestrini	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 93
Joseph J. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 95
Sister Miriam Grace	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 97
Bernadette Gosar	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 99
Margaret Sellyei	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 101
Grace Mossman	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	80.00	91 103
WYW-90672	William H. Short, Jr.	01/29/85	Township 28 North, Range 107 West, 6th P.M. Section 4: Lot 1, W/2SE/4 Section 7: Lots 5, 6, 7, 8, E/2W/2	412.76	97 362

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-118148	R. K. O'Connell	11/08/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2NE/4 Section 29: NE/4, SW/4 Section 30: E/2NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4 Section 32: NE/4, SW/4	1,122.08	97 521
WYW-131987	Howell R. Spears	03/20/94	Township 30 North, Range 107 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	960.00	97 519
WYW-102717	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3, 4, E/2SW/4, NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4	642.12	98 423
WYW-102732	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	320.00	98 421
John F. Arambel, et ux	McMurry Oil Company	08/01/94	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4	40.00	99 200
WYW-118162	Liberty Petroleum Corp.	11/06/89	Township 29 North, Range 109 West, 6th P.M. Section 3: SE/4 Section 7: Lots 1, 2, SE/4, E/2NW/4 Section 11: NW/4, SE/4 Section 17: NW/4, SE/4	1,132.93	
WYW-124622	Gregory Klurfeld	06/28/91	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 3, 4, S/2NW/4 Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 5: Lots 3, 4, S/2NW/4, SE/4 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2SE/4	874.42	
WYW-127204	Javelina Partners	07/09/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 2, SE/4SE/4	85.24	
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2 NW/4, NW/4SE/4	240.00	99 202

EXHIBIT "A" PAGE 9

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
Joseph A. Arambel, et ux	McMurry Oil Company	08/01/94	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/2 NW/4, NW/4SE/4	240.00	99 204
Lois T. Zebre, et vir.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	240.00	
Lois T. Zebre and Robert P. Arambel, Trustees	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	240.00	99 206
Isabell B. Kurtz	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	240.00	99 208
Christian Bunning and Margaret F. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	240.00	99 210
Robert and Mary D. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	240.00	99 212
Esther G. Chessman	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4		

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150

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 23rd day of December 1998, to be effective as of the 31st day of December, 1998, by and between **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **WEEKS OIL PROPERTIES, LLC**, a Colorado limited liability company with an address of 1201 Williams Street, Suite 11A, Denver, Colorado 80218 referred to as "Assignee".

W I T N E S S E T H:

WHEREAS, Assignor is the owner of certain overriding royalty interests in, to and under each of those oil and gas leases more particularly described on Exhibit "A" attached hereto and made a part hereof, said leases being hereinafter referred to as the "Leases", and

WHEREAS, Assignor desires to convey unto Assignee all of Assignor's overriding royalty interest in each of the Leases described on Exhibit "A" insofar only as the Leases cover those lands described on said exhibit;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignee all of Assignor's overriding royalty interest in and to each of the Leases, and any extension or renewal thereof, insofar only as each of said Leases covers those lands described on Exhibit "A".

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignee, its successors and assigns, forever. Each of the overriding royalty interests herein conveyed shall be subject to all matters of record including, without limitation, any Unit Agreement, Communitization Agreement or Joint Operating Agreement which is binding upon the oil and gas leasehold interests burdened by said overriding royalty and to the terms of the corresponding oil and gas lease.

With respect to each overriding royalty interest conveyed herein Assignee shall bear and pay its proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with said overriding royalty interest including without limitation, all production, severance, excise or other taxes;

Each of the overriding royalty interests herein conveyed unto Assignee shall bear and pay its proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests herein conveyed may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or

271166

RECORDED Dec. 31 1998 M 9:45a
IN BOOK 110 of G PAGE 150
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

Wyoming State Land Office, State of Wyoming, by Assignor to Assignee in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

WRW ENERGY CO., a Colorado general partnership

By: _____
William R. Weeks, general partner

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

The foregoing instrument was acknowledged before me this 23rd day of December, 1998, by William R. Weeks as general partner, of WRW Energy Co., a Colorado general partnership on behalf of the partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
April 18, 2001
(S E A L)

_____
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80221

WARREN E. MAYOL NOTARY PUBLIC STATE OF COLORADO

E:\EMA\WPDOCS\FCC\ASSIGN\WRW1211.WPD

EXHIBIT "A" PAGE 1

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between WRW Energy CO. and Weeks Oil Properties, LLC.

LEASE SCHEDULE

STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYE-026025	Griselda M. Bennett	04/01/50	Township 31 North, Range 109 West, 6th P.M. Section 14: SW/4, S/2NW/4 Section 23: E/2 Section 24: W/2SW/4	640.00	
WYE-026026	Elizabeth Rawson	04/01/50	Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 (28.93 acres) Section 12: Lot 9 (22.02 acres) together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12	75.65	
WYW-06269	Donald B. Anderson	06/01/51	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E/2 Section 24: N/2, SE/4, E/2SW/4 Section 25: All	2,160.00	
WYW-06270	Donald B. Anderson	06/01/51	Township 31 North, Range 109 West, 6th P.M. Section 2: Lot 3 (39.26 acres), Lot 4 (39.46 acres), S/2NW/4, S/2 Section 3: Lot 1 (39.37 acres), Lot 2 (39.42 acres), Lot 3 (39.48 acres), Lot 4 (39.53 acres), S/2N/2, S/2 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lot 8 (41.42 acres), Lot 10 (36.86 acres), SE/4SW/4	1,514.60	
WYW-144993	Floyd H. Schroeder	06/01/51	Township 31 North, Range 108 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 1, 2, 3, 4, E/2W/2 Section 31: Lots 1, 2, 3, 4, E/2W/2	614.32	

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-06286	Donald B. Anderson	06/01/51	Township 32 North, Range 109 West, 6th P.M. Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: All Section 35: SW/4	1,600.00	
WYW-144994	S.J. Jelso	07/01/51	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	1,590.20	11 231
WYW-144996	R. A. Trombley	07/01/51	Township 31 North, Range 108 West, 6th P.M. Section 29: W/2 Section 31: E/2 Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S/2NE/4	797.84	11 238
WYW-015314	Edwin L. Guenzel	06/01/52	Township 30 North, Range 108 West, 6th P.M. Section 9: S/2 Section 10: S/2 Section 14: SW/4 Section 15: All	1,440.00	
WYW-015316	Fred M. Manning, Jr.	06/01/52	Township 30 North, Range 108 West, 6th P.M. Section 4: Lot 3 (35.88 acres), Lot 4 (36.36 acres), S/2NW/4, S/2 Section 9: N/2 Section 10: NW/4 Township 31 North, Range 108 West, 6th P.M. Section 29: SE/4 Section 32: E/2 Section 33: SW/4	1,592.24	11 247
WYW-016161	Phil D. Helmig	07/01/52	Township 30 North, Range 108 West, 6th P.M. Section 14: NE/4NW/4, S/2NW/4	120.00	
WYW-016162	Phil D. Helmig	06/01/52	Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4	160.00	
WYW-018039	Morris Kline	10/01/52	Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4NW/4	40.00	

154

14.00

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 Jack L. Foote, a married man dealing in his sole and separate property, Grover L. Foote, a married man dealing in his sole and separate property and Gretchen A. McCleary, a married woman dealing in her sole and separate property whose post office address is 1006 Derby Course, St. Charles, Illinois 60174, 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 is 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

271190

RECORDED January 6, 1999 10:15 A
IN BOOK 110 O16 PAGE 154
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

See "ADDENDUM" attached hereto and by this reference made a part hereof.

and containing 315.13 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ten 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 Gretchen McCleary
Gretchen A. McCleary

SS# 310-48-0332

X
Jack L. Foote

SS# 360-55-5565

X
Grover L. Foote

SS# 483-20-8336

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ILLINOIS }
COUNTY OF DeKALB } ss.

On this 10 day of April 19 98, before me personally appeared

[redacted] Gretchen A. McCleary

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.

Nancy Rex
Notary Public

My commission expires:
2/23/2000

Residing at DEKALB

"OFFICIAL SEAL"
NANCY REX
Notary Public, State of Illinois
DeKalb County
My Commission Expires 2/23/00

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss.

On this 13TH day of APRIL 19 98, before me personally appeared

Grover L. Foote

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.

James Zavadsky
Notary Public

My commission expires:
5-9-99

Residing at MILWAUKEE, WISC

NOTARY PUBLIC
JAMES ZAVADSKY
STATE OF WISCONSIN

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

156

STATE OF ILLINOIS) ILLINOIS
)
COUNTY OF) KANE

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Jack L. Foote is personally known to me to be the same person(s) whose name is subscribed to the foregoing instruments appeared before me this day in person and acknowledged he signed and delivered the said instruments as his free and voluntary act for the uses and purposes therin set forth.

GIVEN under my hand a Notarial Seal this 10th Day of April, 1998.
My commission expires 02-16-99

"OFFICIAL SEAL"
MARY COX
Notary Public, State of Illinois
My Commission Expires 02/16/99

Mary Cox
Notary

"ADDENDUM"

OPTION AGREEMENT

Attached to and made a part of that certain Oil and Gas Lease dated March 1, 1998, by and between Jack L. Foote, a married man dealing in his sole and separate property, Grover L. Foote, a married man dealing in his sole and separate property and Gretchen A. McCleary, a married woman dealing in her sole and separate property, 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 _____
Jack L. Foote

X _____
Grover L. Foote

X _____
Gretchen A. McCleary

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
HARRIS TRUST & SAVINGS BANK, N.A.

OFFICIAL SEAL
DANA LAY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/02/01

State of Illinois
County of DeKalb
7-10-98

Dana Lay
My commission expires 05-02-01

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

6-26-98

I CERTIFY THAT GROUER L. FOOTE IS PERSONALLY KNOWN TO ME AS THE SAME PERSON THAT SIGNED THIS DOCUMENT AS OF THIS DATE.

GIVEN MY HAND A NOTARIAL SEAL THIS 26th DAY OF JUNE, 1998

Lori L. Czarnecki
LORI L. CZARNECKI
EXP. 1-21-2001

STATE OF ILLINOIS) ILLINOIS
)
COUNTY OF) KANE

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Jack L. Foote is personally known to me to be the same person(s) whose name is subscribed to the foregoing instruments appeared before me this day in person and acknowledged he signed and delivered the said instruments as his free and voluntary act for the uses and purposes therin set forth.

GIVEN under my hand a Notarial Seal this 3rd Day of June, 1998.
My commission expires 9-28-98

"OFFICIAL SEAL"
Donna Zinn
Notary Public, State of Illinois
My Commission Expires 9/28/98

Donna Zinn
Notary

[redacted] [redacted] [redacted] 8.00

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:

Township 30 North, Range 112 West
Section 04: W/2SE/4
Section 05: Lots 3, 4, S/2NW/4, N/2SW/4, SE/4SW/4, NW/4SE/4, SW/4NE/4 less and except that portion of the SW/4NE/4 lying within the following described tract: Beginning at a point North 64° 42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence South 62° 36' East 6 chains, 76 links, to the place of beginning, said excepted tract containing 6.00 acres, more or less.
Section 06: Lots 1, 2, 6, NE/4SW/4, NW/4SE/4, S/2NE/4
Section 08: N/2NW/4
Section 09: NW/4, W/2NE/4, NE/4NE/4
Section 23: NE/4 less and except a tract of land in the Northwest corner of said NE/4 described as follows: Beginning at the North Quarter corner of Section 23, running thence East 20 rods; thence South 16 rods; thence West 20 rods; thence North 16 rods to the place of beginning, said excepted tract containing 2.00 acres, more or less.

271191

RECORDED January 4 1999 10:15A M
IN BOOK 110 Pt 6 PAGE 159
FEES $8.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soaton

Township 31 North, Range 112 West
Section 32: SW/4SW/4

Township 31 North, Range 113 West
Section 27: SW/4NW/4, SW/4, S/2SE/4
Section 34: NW/4, N/2NE/4

which lease is recorded in Book 100, Page 206, 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.

IT IS AGREED, between the parties that drilling will not be conducted on the leased premises, without the express written consent of the lessor, from May 15, 1999, through September 1, 1999, on those lands that are flood irrigated for the purpose of growing hay.

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 21 day of November, 1998.

Alsade Minerals Limited Partnership:

Kenneth H. Guio, General Partner

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 21st day of November, 1998, before me personally appeared Kenneth H. Guio, General Partner of Alsade Minerals Limited Partnership, 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.

Given under my hand and seal this 21st day of November, 1998.

My commission expires:

July 3, 2002

Marjorie M. Loughridge
Notary Public for the State of California

residing at 26985 Dougherty Pl.
Carmel, Ca. 93923

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

[redacted] [redacted] [redacted].00

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS, we the undersigned, as lessor, did under date of April 8, 1998, make and execute unto Hanson & Strahn, Inc., as lessee, our certain oil and gas lease, covering certain lands owned by us, and described in said lease as follows, 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: NE1/2SE1/4
Section 36: W1/2
Containing 760.00 acres
Sublette County, Wyoming

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, 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
Sublette County, Wyoming

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and we hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

WITNESS our hand and seal this 15th day of December, A.D. 1998.

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

271192
ACKNOWLEDGMENT

RECORDED January 4 1999 10:15 AM
IN BOOK 110 O&G PAGE 161
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Luster

State of Texas)
) SS
County of Travis)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1998, 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 identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 3/29/2001

Willouise Urban
Notary Public

WILLOUISE GLASS URBAN
Notary Public, State of Texas
My Commission Expires
MARCH 29, 2001

Address: 1305 W. 34th St Ste 200
Austin TX 78705

161

162

AFL 2-29B

Form Rat. 3

RINTEEL BLUE PRINT CO.,
CASPER, WYOMING

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 HULMAN & COMPANY, a Indian Corporation, 900 Wabash Avenue, Terre Haute, Indiana 47807

, dos

hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6TH day of JANUARY, 19 97, between Susan Spear Rooter, Susan R. Graham and Chapman J. Root II, as Trustees of the Chapman Root 1982 Living Trust, dba Circle S Ranch, P. O. Box 2860, Daytona Beach, Florida, 32120-2860,

as lessor, and FARLEIGH OIL PROPERTIES,

as lessee, covering all of that certain tract of land situate in the county of SUBLETTE,

State of WYOMING, described as follows:

Township 37 North, Range 110 West, 6th P.M.

Section 25: NW1/4NW1/4

Sectin 26: NE1/4NE1/4

Containing 80.0 acres more or less.

271227

11:05a

RECORDED January 7 1999 M
IN BOOK 110 016 PAGE 102
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

and dos 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 lessors; 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 HULMAN & COMPANY at the above-address

its heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 28th day of December, 1998.

HULMAN & COMPANY

BY: W. Curt Brighton

W. CURTIS BRIGHTON

TITLE: VICE PRESIDENT

[redacted] [redacted] [redacted]

Acknowledgement, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and or New Mexico

STATE OF INDIANA)
) ss.
COUNTY OF Vigo)

BE IT REMEMBERED, That on this 28th day of Dec., A.D., 1998, before me, a Notary Public, in and for said County and State, personally appeared W. Curtis Brigham to me known to be the identical person (s) described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

Linda S. Smith
Notary Public

Acknowledgement, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and or New Mexico

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, A.D., 199___, before me, a Notary Public, in and for said County and State, personally appeared _____

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

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

My commission expires:

_____
Notary Public

Acknowledgement, CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of 199_, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth .

Given under my hand and seal of office the day and year last above written.

My commission expires:

_____
Notary Public

P. O. _____

164

GRANT OF PIPELINE EASEMENT

This Agreement is made and entered into this 25th day of August, 1998, between F. B. N. F. Limited Partnership, of P. O. Box 787, Big Piney, Wyoming, 83113, hereinafter referred to as "Owner", and North American Resources Company, 16 East Granite, Butte, Montana, 59701, hereinafter referred to as NARCo."

WITNESSETH:

WHEREAS, the Owner owns the surface of the following described land located in Sublette County, Wyoming, to wit:

Township 32 North, Range 114 West
Section 22: N/2S/2, S/2N/2

NARCo desires to construct, use, and maintain one (1) natural gas pipeline to transport natural gas and associated hydrocarbons from the Castle Creek #34-22 well, located in the SW/4 SE/4 of Section 22, Township 32 North, Range 114 West, to NARCo's existing compressor site, located at the Castle Creek #23-22 well location in the NE/4 SW/4 of Section 22, Township 32 North, Range 114 West. The Owners desires to provide NARCo with a record-able grant of easement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual benefit of the parties hereto, it is agreed as follows:

1. The Owner hereby grants to NARCo, its agents, successors, and assigns, an easement and right-of-way over, through, and across the above-described lands for the construction, use, and maintenance of one (1) natural gas pipeline for the purpose stated above and for all other purposes necessary or desirable in connection with the transportation of natural gas and other hydro-carbons by said pipeline. The route of said pipeline is more fully depicted on Exhibit "A" attached hereto.

2. NARCo agrees to restore the surface of the pipeline to its original condition as near as practicable upon completion of construction. The Owner shall be consulted on the restoration and the grass to be planted, however, it is anticipated the grass seed used in reclamation will be the same as required by

271230

RECORDED Jan. 7, 1999 M 11:20 a
IN BOOK 110 Pt6 PAGE 164
FEES $12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buxton

the BLM and Forest Service. NARCo will be responsible for keeping weeds off the right-of-way easement and shall bury the top of the pipeline at lease 36 inches below the surface of the ground.

3. This grant of easement shall be binding upon, and its benefits and burdens shall inure to, the heirs, successors, and assigns of the parties and is hereby deemed to run with the lands described herein.

4. NARCo agrees that NARCo will hold harmless and indemnify the Owner and Owner's officers, agents, successors and assigns, from and against any and all cause, claim, damage or right of action arising from the utilization of the Easement property by NARCo, specifically including any such liability, damage, claim, cause or right of action arising from the installation, operation, repair, maintenance or removal of the pipeline and/or other facilities or equipment of NARCo.

5. In the event either party shall be required to obtain legal counsel to enforce any of the terms and conditions of their rights as set forth hereunder, then the non-defaulting or non-breaching party shall, whether or not suit is filed, be entitled to recover any and all costs incurred, including a reasonable sum as and for attorney's fees.

6. This grant of easement shall terminate and the right-of-way shall be reclaimed and reseeded with an acceptable grass seed mixture when all of the wells in the Castle Creek Unit are no longer capable of producing hydrocarbons in commercial quantities; unless it is explicitly extended in a written agreement by the parties involved.

Execute this 3rd day of Dec., 1998.

F. B. N. F. LIMITED PARTNERSHIP

BY: Tennisport Ranch, Inc., its
Managing General Partner

BY: _____
Freddie Botur, its President

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Freddie Botur before me and to me known to be the person who executed the foregoing as President of Tennisport Ranch, Inc., Managing General Partner of F. B. N. F. Limited Partnership, and acknowledged that he executed the foregoing as such officer in the name of and for and on behalf of the said corporation, this 2nd day of December, 1998.

Witness my hand and official seal.

Janell M. Ottobre
Notary Public

My Commission Expires: 8-4-01

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

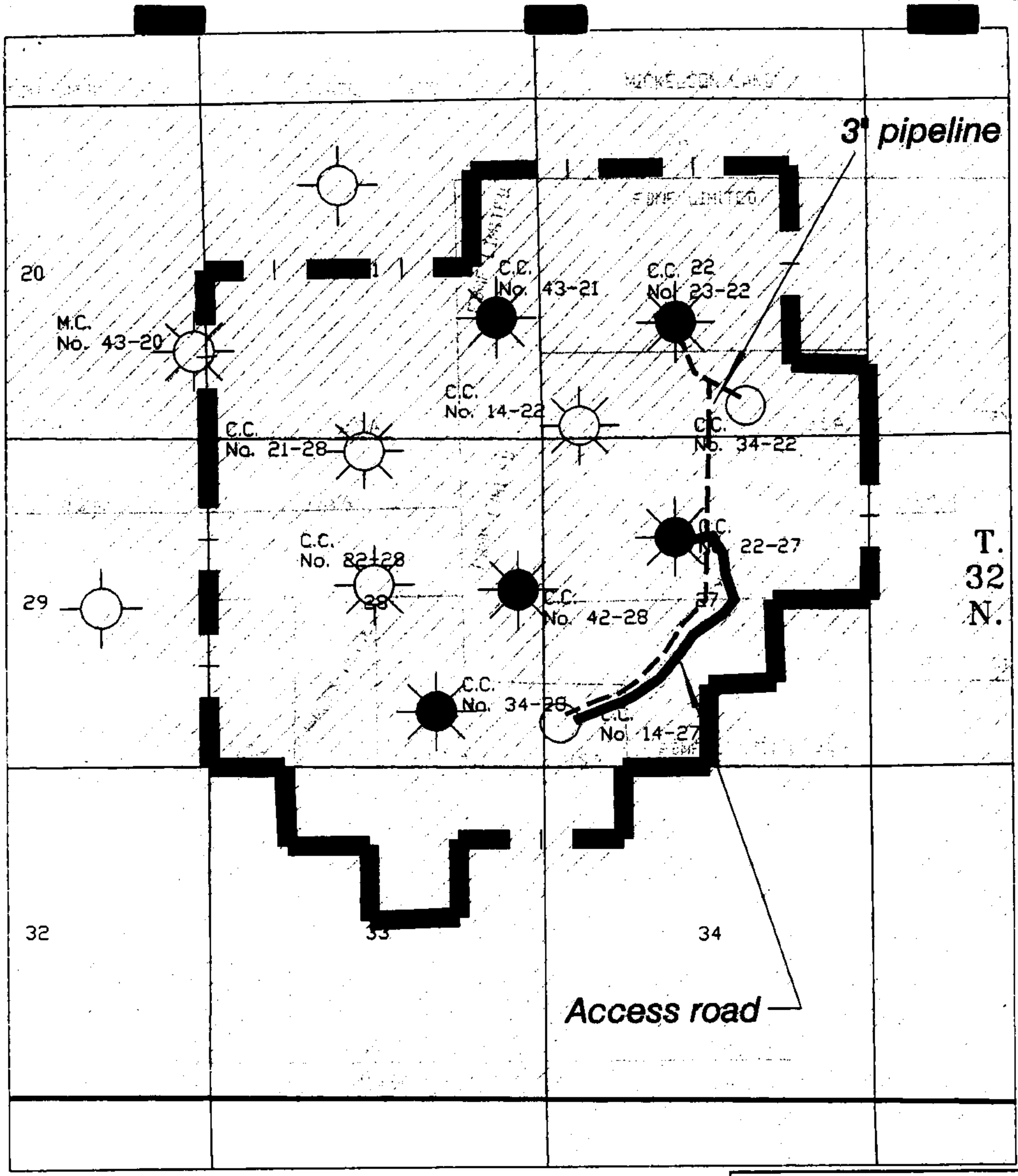


EXHIBIT 'A'

R. 114 W.

NORTH AMERICAN RESOURCES COMPAN

490 NORTH 31st STREET
P. O. BOX 7007
(406) 256 - 2424

201 TRANSWESTERN
BILLINGS, MT 59101 - 70
(406) 255 - 2420 FA

Castle Creek
Sublette Co. Wyo.
EXHIBIT
'A'

DATE 6/25/90	SCALE 1"=2000'	REV. 7/87	DRAFTED
GEOLS	GEOPHY	PLOT 6/90	DWG. NO.

— — Pipelines
——— Access Road

GRANT OF PIPELINE EASEMENT AND ROAD RIGHT-OF-WAY

This Agreement is made and entered into this 25th day of August, 1998, between F. B. N. F. Limited Partnership, of P. O. Box 787, Big Piney, Wyoming, 83113, hereinafter referred to as "Owner", and North American Resources Company, 16 East Granite, Butte, Montana, 59701, hereinafter referred to as NARCo."

WITNESSETH:

WHEREAS, the Owner owns the surface of the following described land located in Sublette County, Wyoming, to wit:

Township 32 North, Range 114 West
Section 27: N/2 S/2, SW/4 SE/4, SE/4 SW/4

NARCo desires to construct, use, and maintain one (1) natural gas pipeline to transport natural gas and associated hydrocarbons from the Castle Creek #14-27 well, located in the SW/4 SW/4 of Section 27, Township 32 North, Range 114 West, to NARCo's existing compressor site, located at the Castle Creek #23-22 well location in the NE/4 SW/4 of Section 22, Township 32 North, Range 114 West. In addition, NARCo desires to construct, use, and maintain one (1) access road from the Castle Creek #14-27 well, located in the SW/4 SW/4 of Section 27, Township 32 North, Range 114 West, to NARCo's existing Castle Creek #22-27 well location in the N/2 of Section 27, Township 32 North, Range 114 West. The Owner desires to provide NARCo with a recordable grant of easement for both the pipeline and the access road.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual benefit of the parties hereto, it is agreed as follows:

1. The Owner hereby grants to NARCo, its agents, successors, and assigns, an easement and right-of-way over, through, and across the above-described lands for the construction, use, and maintenance of one (1) natural gas pipeline and for one (1) access road for the purposes stated above and for all other purposes necessary or desirable in connection with the transportation of natural gas and other hydrocarbons by said pipeline and the use of said road. The route of said pipeline and road is more fully depicted on Exhibit "A" attached hereto.

271231

RECORDED Jan. 7, 1999 M 11:20 a
IN BOOK 110 O+G PAGE 168
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

2. NARCo agrees to restore the surface of the pipeline to its original condition as near as practicable upon completion of construction. The Owner shall be consulted on the restoration and the grass to be planted, however, it is anticipated the grass seed used in reclamation will be the same as required by the BLM and Forest Service. NARCo will be responsible for keeping weeds off the right-of-way easement and shall bury the top of the pipeline at lease 36 inches below the surface of the ground.

3. This grant of easement shall be binding upon, and its benefits and burdens shall inure to, the heirs, successors, and assigns of the parties and is hereby deemed to run with the lands described herein. NARCo hereby agrees to indemnify, defend and hold the Owner harmless from all claims, demands, losses, damages, and liability arising out of or resulting from NARCo's activities on the above described lands.

4. NARCo agrees that NARCo will hold harmless and indemnify the Owner and Owner's officers, agents, successors and assigns, from and against any and all cause, claim, damage or right of action arising from the utilization of the Easement property by NARCo, specifically including any such liability, damage, claim, cause or right of action arising from the installation, operation, repair, maintenance or removal of the pipeline and/or other facilities or equipment of NARCo.

5. In the event either party shall be required to obtain legal counsel to enforce any of the terms and conditions of their rights as set forth hereunder, then the non-defaulting or non-breaching party shall, whether or not suit is filed, be entitled to recover any and all costs incurred, including a reasonable sum as and for attorney's fees.

6. This grant of easement shall terminate and the right-of-way shall be reclaimed and reseeded with an acceptable grass seed mixture when all of the wells in the Castle Creek Unit are no longer capable of producing hydrocarbons in commercial quantities; unless it is explicitly extended in a written agreement by the parties involved.

Execute this 3 day of DEC, 1998.

F. B. N. F. LIMITED PARTNERSHIP

BY: Tennisport Ranch, Inc., its Managing General Partner

BY: _____
Freddie Botur, its President

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Freddie Botur before me and to me known to be the person who executed the foregoing as President of Tennisport Ranch, Inc., Managing General Partner of F. B. N. F. Limited Partnership, and acknowledged that he executed the foregoing as such officer in the name of and for and on behalf of the said corporation, this 2nd day of December, 1998.

Witness my hand and official seal.

Janell M. Ottobre
Notary Public

My Commission Expires: 8-4-01

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

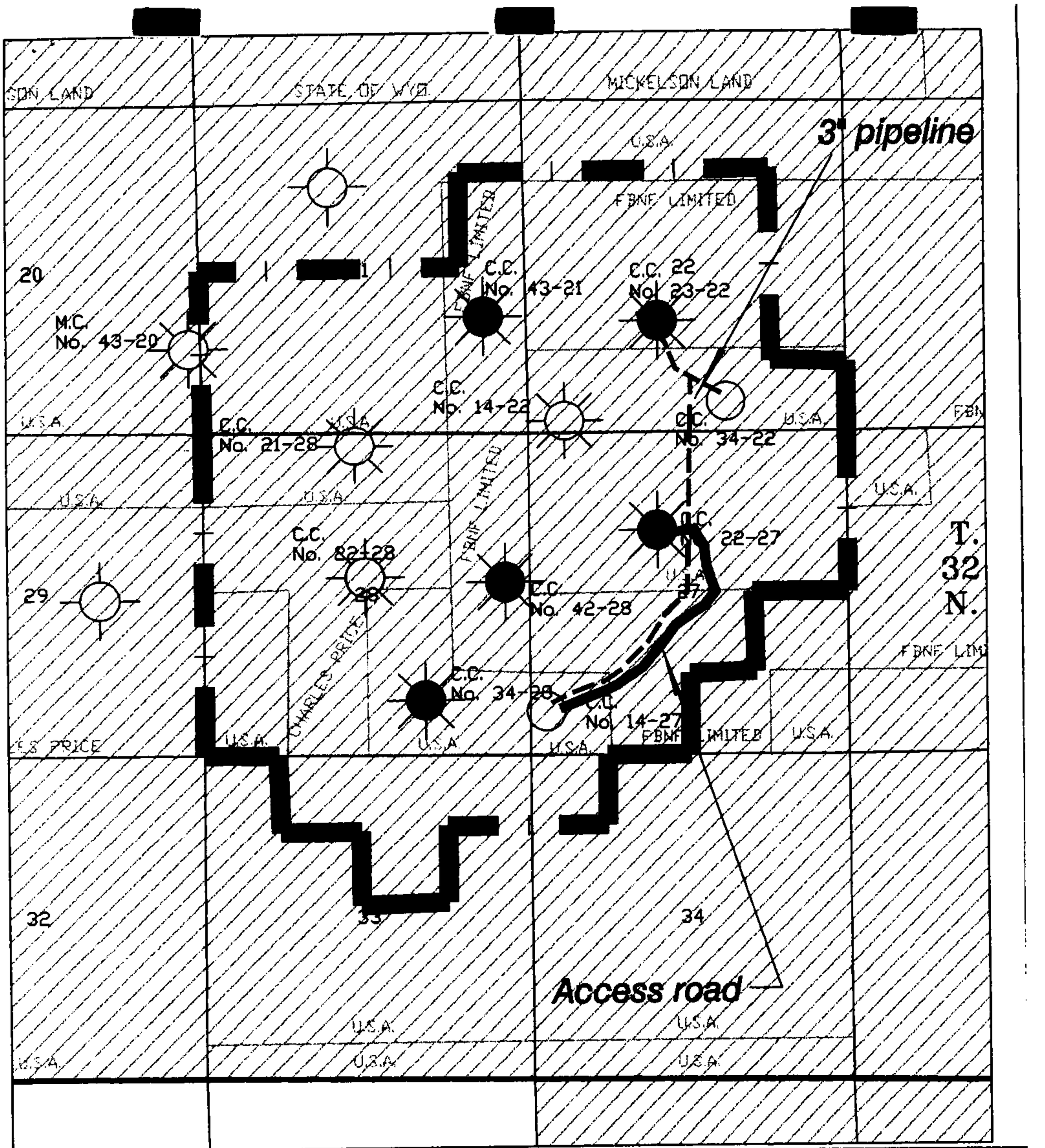


EXHIBIT 'A'

— — Pipelines

——— Access Road

NORTH AMERICAN RESOURCES COMPANY

406 NORTH 31st STREET
P. O. BOX 7007
(406) 256 - 2424

201 TRANSWESTERN II
BILLINGS, MT 59101 - 7007
(406) 256 - 2430 FAX

Castle Creek
Sublette Co. Wyo.
EXHIBIT
'A'

DATE 6/28/96	SCALE 1"=6000'	REV. 7/97	DRAFTED H.A.R.
RECLD.	CHECKED	PLOT 6/96	DWG. NO.

172

WY-1153

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-118158

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, 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 108 West 6th PM Section 7: NE/4NE/4, S/2NE/4, SE/4 Section 8: S/2NW/4, SW/4, SW/4SE/4 Section 17: N/2, SE/4 Section 20: E/2 Section 21: All Containing 2,000.00 acres, M/L Sublette Co., WY	100%	25%	75%	NONE	NONE

271273
RECORDED January 12 1999 11:15a M
IN BOOK 110 016 PAGE 179
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective _____

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

WY-32144

[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 4th day of November 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

[illegible] COUNTY CLERK

[illegible] INDEX

[illegible]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

SWSW

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 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 4th day of November 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 28th day of December, 1998

LANCE OIL AND 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 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

174

CONFIRMATION ASSIGNMENT OF OVERRIDING ROYALTYT INTEREST

THIS CONFIRMATION ASSIGNMENT OF OVERRIDING ROYALTY INTEREST is dated the 23rd day of December, 1998, EFFECTIVE June 26, 1981, and is between ULTRA RESOURCES INC., a Wyoming Corporation, 304 Inverness Way South, Englewood, Colorado 80112 (hereinafter "Ultra") and ELLIOTT A. RIGGS of 1690 North Butler Avenue, Farmington, New Mexico 87499 (hereinafter "Riggs")

WHEREAS, by Assignment of Overriding Royalty Interest dated September 24, 1987, copies of the first two pages of which being attached hereto as Exhibit "1", Meridian Oil Production Inc. assigned to Riggs an overriding royalty in the amount of 1.4 percent of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, save and marketed from the land described on Exhibit "2" attached hereto and other land;

WHEREAS, the original executed Assignment of Overriding Royalty dated September 24, 1987 was lost and never recorded in the records of Sublette County, Wyoming;

WHEREAS, certain of the leases described in the Assignment of Overriding Royalty Interest dated September 24, 1987 have expired and are no longer effective;

WHEREAS, Exhibit "2" hereof describes those leases identified in the Assignment of Overriding Royalty Interest dated September 24, 1987 that are currently in effect and as to which Riggs is entitled to the overriding royalty interest referred to above;

WHEREAS, Ultra acquired all of the interest of Burlington Resources Oil & Gas Company, successor in interest to Meridian Oil Production Inc., in and to all of the oil and gas leases and lands described on Exhibit "2" hereof;

WHEREAS, it is the desire of Ultra to confirm the conveyance to Riggs of the overriding royalty interest to which he is entitled under and by virtue of the Assignment of Overriding Royalty Interest dated September 24, 1987;

NOW THEREFORE, for and in consideration of the premises and for the purpose of confirming the aforesaid Assignment of Overriding Royalty Interest dated September 24, 1987, and for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Ultra does hereby convey, transfer, assign and set over unto Riggs an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1.4 percent of 8/8ths of all oil, gas casinghead gas and other hydrocarbon substances produced, saved and marketed from the land described on Exhibit "2" hereof.

TO HAVE AND TO HOLD the interests herein transferred and assigned unto Riggs, his heirs, successors and assigns, forever, subject only to the terms and provisions set forth in the Assignment of Overriding Royalty Interest dated September 24, 1987, it being the intent of Ultra to confirm in all respects the Assignment of Overriding Royalty Interest dated September 24, 1987, insofar only as it pertains to the leases and lands described on Exhibit "2" hereof. It is the intent of Ultra and Rigss that the overriding royalty interest assigned hereby shall burden the leasehold interests of Ultra and its successors and assigns, and that such overriding royalty interest is conveyed in confirmation of, and not in addition to, the overriding royalty conveyed by the Assignment of Overriding Royalty Interest dated September 24, 1987.

IN WITNESS WHEREOF, Ultra has executed and delivered this Confirmation Assignment of Overriding Royalty Interest the day and year first written above.

ULTRA RESCOURCES INC.

R.G. "JERRY" ALBERTUS, PRESIDENT

ELLIOTT A. RIGGS

3:10 P

RECORDED January 12 1999 M
IN BOOK 110 O+G PAGE 174
FEES $20.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

271284

By Cathy Scarton

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of December, 1998, by R.G. "Jerry" Albertus as President of Ultra Resources Inc.

WITNESS my hand and official seal.

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this day 3rd of January, 1999, by Elliott A. Riggs.

WITNESS my hand and official seal.

My Commission Exipres:
9-20-2001

NOTARY PUBLIC STATE OF NEW MEXICO

LeAnn Fortz
Notary Public

EXHIBIT "1"
to
Confirmation Assignment of Overriding Royalty Interest

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Meridian Oil Production Inc., P. O. Box 1855, Billings, Montana 59103 (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign and set over unto Elliott A. Riggs, P. O. Box 711, Farmington, New Mexico 87499-0711 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1.4% percent of 8/8ths of all oil, gas, casing head gas and other hydrocarbon substances provided, saved and marketed from the land described on the attached Exhibit "A".

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns, forever, subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the oil and gas leases described on Exhibit "A".

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

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

4. This Assignment of Overriding Royalty Interest is made subject to that certain Letter Agreement dated June 26, 1981 between American Hunter Exploration Ltd. and Elliott A. Riggs.

5. Notwithstanding the date of execution hereof, this Assignment of Overriding Royalty Interest shall be deemed effective as of June 26, 1981.

6. Assignee acknowledges and agrees that his execution of this instrument satisfies in full all of Assignor's or its predecessor's obligations to Assignee, and further agrees that he shall not be entitled to any interests in said land and leases in addition to the interests assigned by this instrument.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest this 24th day September, 1987.

MERIDIAN OIL PRODUCTION INC.

Ivan E. Kercher
Attorney-in-Fact

Elliott A. Riggs

STATE OF Montana)
:ss.
COUNTY OF Yellowstone)

On this 24th day of September, in the year 1987, before me, Jean Powers, a Notary Public, in and for said County and State, residing therein duly commissioned and sworn, personally appeared Ivan E. Karcher, known to me to be the Attorney-in-Fact of Meridian Oil Production Inc., the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Jean Powers
Notary Public in and for said County and State,
Residing at Billings, Montana
My Commission Expires June 4, 1988

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

On this ____ day of _____, in the year 1987, before me, _____, a Notary Public, in and for said County and State, residing therein duly commissioned and sworn, personally appeared Elliott A. Riggs, known to me to be the person that executed the within instrument, and acknowledged to me that said person executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State,
Residing at _____
My Commission Expires _____

EXHIBIT "2"

Attached to and made a part of the certain Confirmation Assignment of Overriding Royalty by and between Ultra Resources Inc. and Elliott A. Riggs.

WY-1124	WYW-06269	Twp 31 North, Rge 109 West Sec 35: W/2, S/2NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation. Sublette Co., WY
WY-1125	WYW-06270	Twp 31 North, Rge 109 West Sec 9: S/2SE/4 Sec 10: W/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1126	WYW-06283	Twp 30 North, Rge 108 West Sec 6: Lts 3,4,5,6,7, E/2SW/4, SE/4NW/4 Sec 7: Lts 1,2, E/2NW/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1136	WYE-026025	Twp 31 North, Rge 109 West Sec 15: Lts 7,8, E/2SW/4, SE/4 Sec 22: NW/4, E/2 Sec 23: W/2 Sec 26: All Sec 27: E/2NE/4 Sec 35: N/2NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1137	WYE-026026	Twp 31 North, Rge 109 West Sec 15: Part of Section in River Bed Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1123	WYW-015314	Twp 30 North, Rge 108 West Sec 8: S/2 Sec 17: N/2 Sec 22: NE/4 Sec 23: NW/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY

WY-1132	WYW-016158	Twp 30 North, Rge 108 West Sec 25: NW/4NW/4, S/2SW/4 Sec 26: All Sec 34: NE/4, N/2SE/4, N/2NW/4 Sec 35: N2S/2, N/2, S/2SE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1127	WYW-06286	Twp 32 North, Rge 109 West Sec 28: NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1128	WYW-06933	Twp 30 North, Rge 108 West Sec 7: NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1146	WYW-06934	Twp 30 North, Rge 108 West Sec 6: SE/4 Sec 7: Lts 3,4, E/2SW/4, SE/4 Twp 30 North, Rge 109 West Sec 11: SE/4 Sec 12: S/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1133	WYW-016161	Twp 30 North, Rge 108 West Sec 24: N/2, SW/4, E/2SE/4, SE/4SE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1134	WYW-016162	Twp 30 North, Rge 108 West Sec 27: E/2, E/2W/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1135	WYW-018039	Twp 30 North, Rge 108 West Sec 17: SE/4SE/4 Sec 18: NE/4NE/4 Sec 22: NE/4SW/4 Sec 23: SW/4NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY

180 Rlsd. Bk 126 O+G pg. 162 1-7-04

DOCUMENT PREPARED BY

WHEN RECORDED RETURN TO

Bridge Service Corp. #101-889
5 Beekman St. #925
New York, NY 10038-2206
800-225-2736

271287

4:00P

RECORDED January 12 1999 M
IN BOOK 110 O+G PAGE 180
FEES $24.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

Assignment

Bank One Texas, N.A. and
Credit Lyonnais New York Branch

to

Arnos Corp.

Sublette County, WY

[redacted] [redacted] [redacted]

Sublette County - Wyoming

ASSIGNMENT AGREEMENT
(MULTI-STATE)

Assignment Agreement, dated December 22, 1998 between Bank One, Texas, N.A. ("Bank One"), Credit Lyonnais New York Branch ("Credit Lyonnais"), and Arnos Corp. ("Assignee"). Bank One and Credit Lyonnais are individually referred to herein as an "Assignor" and collectively the "Assignors."

Reference is made to the Restated Loan Agreement, dated August 29, 1996, among National Energy Group, Inc., as Borrower, NEG-OK, INC. and Boomer Marketing Corporation, as Guarantors, Bank One and Credit Lyonnais, as Banks, Bank One, as Administrative Agent, and Credit Lyonnais, as Syndication Agent, as amended by the First Amendment To Restated Loan Agreement, dated October 31, 1996, the Second Amendment to Restated Loan Agreement, dated March 7, 1997, the Third Amendment to Restated Loan Agreement, dated May 12, 1997, and the Fourth Amendment to Restated Loan Agreement, dated August 21, 1997 (such amendments being collectively referred to herein as the "Amendments" and such Restated Loan Agreement, as amended by the Amendments, being referred to herein as the "Loan Agreement"). Reference is further made to the Deeds of Trust, Mortgages and Financing Statements described on Schedule "1" hereto, covering, the collateral therein described, reference to which is hereby made for all purposes (collectively, the "Security Documents"). Unless otherwise indicated herein, terms defined in the Loan Agreement are used herein as therein defined. Each of the Assignors and the Assignee hereby agree as follows:

1. For the Purchase Price set forth in Annex I hereto, the receipt of which is hereby acknowledged, each Assignor hereby sells, assigns and transfers to the Assignee, without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from such Assignor, all of such Assignor's right title and interest in and to (i) its Notes, the Security Documents and any documents or agreements existing in connection therewith (collectively, the "Loan Documents"), (ii) any security interest and liens created by, or existing under, the Loan Documents (collectively, the "Liens") and (iii) all of such Assignor's right, title, interest, liens and powers in and to the deeds of trust and mortgages as security for Borrower's obligations under the Notes, the Security Documents and the other Loan Documents.

2. Each Assignor severally, and not jointly, hereby represents and warrants that (i) it is the legal and beneficial owner of the Loan Documents free and clear of any Liens and that it has the full right, power and authority to transfer and assign the Loan Documents and the Liens (as defined in the Loan Agreement); (ii) that the unpaid principal amount of and the unaccrued and unpaid interest on its Note is set forth on Annex I hereto as of the dates indicated; (iii) except for Partial Releases, heretofore delivered, it has not assigned the Loan Documents or the Liens to any other Person or entity and (iv) the Notes and other obligations of Borrower under the Loan Documents are in default and all such obligations have been accelerated, as of December 3, 1998, pursuant to the terms of the Loan Agreement. Notwithstanding anything herein to the contrary,

each Assignor (i) makes no representation or warranty and assumes no responsibility for any statements, warranties or representations made in or in connection with the Loan Agreement (by Borrower or by any other person) or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement, the Security Documents, the other Loan Documents or the Liens or any document or instrument furnished or executed in connection therewith; and (ii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower, or any affiliate or other obligor, or any of their respective obligations under the Loan Agreement, the Security Documents or any other Loan Document or any other document or instrument furnished in connection therewith.

3. The Assignee (i) represents and warrants that it is duly authorized to enter into and perform the terms of this Assignment Agreement, (ii) confirms that it has received a copy of the Loan Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (iii) agrees that it will, independently and without reliance upon the Assignors or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as a Bank.

4. This Assignment Agreement is effective on and as of the date first above written. The Assignee is deemed a party to the Loan Agreement and has the rights and obligations of a Bank thereunder and under the other Loan Documents. Each Assignor relinquishes its right and is released from its obligations under the Loan Agreement and the other Loan Documents. Bank One hereby resigns (effective as of the date hereof) as Administrative Agent and Credit Lyonnais hereby resigns (effective as of the date hereof) as Syndication Agent pursuant to the provisions of the Loan Agreement, and the Borrower, the Guarantor, each Bank and the Assignee hereby consent to such resignations and hereby release Bank One and Credit Lyonnais from their respective obligations as Administrative Agent and Syndication Agent, respectively.

5. From and after the date hereof the Assignee shall be entitled to all payments on account of each Assignor's Notes and which, but for this Assignment Agreement, would have been due to the Assignors under the Loan Agreement and the other Loan Documents, without any adjustments.

6. After the date hereof, at Assignee's expense, each Assignor shall take such action and execute and deliver all such documents and instruments as Assignee may reasonably request for the purpose of implementing or affectuating this Assignment Agreement or to consummate the transactions contemplated hereby.

7. By its execution of this Assignment Agreement each of the Borrower and the Guarantor (i) consents to the sale, assignment and transfer of the Assignors' Notes and other rights referred to herein to Assignee and specifically approves the Assignee as an assignee

[redacted] [redacted] [redacted]

notwithstanding Section 27 of the Loan Agreement, (ii) waives compliance with Section 27(a)(2) of the Loan Agreement, and (iii) waives compliance with Section 27(a)(4) of the Loan Agreement.

8. The Assignee agrees to reimburse each Assignor for reasonable fees and disbursements of counsel incurred by such Assignor in connection with the preparation and negotiation of this Assignment Agreement and the consummation of the transaction contemplated hereby. Such fees and expenses are included with the outstanding legal fees and expenses due Assignor's counsel under the provisions of the Loan Documents, which fees and expenses are part of the obligations owed to the Assignors and are shown on Annex I and included in the Purchase Price.

9. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed and delivered on the date first above written.

BANK ONE, TEXAS, N.A., in its capacity as a Bank and as Administrative Agent, Assignor

By: _____
Its: VICE PRESIDENT

Randall B. Durant

CREDIT LYONNAIS NEW YORK BRANCH, in its capacity as a Bank and as Syndication Agent, Assignor

By: _____
Its: David Bonington
Vice President

ARNOS CORP., Assignee

By: _____
Its: Vice President

Eduard E. Mattner

Consented to:

NATIONAL ENERGY GROUP, INC., Borrower

By: _____
Its: _____

Leslie S. Wylie, V.P.

BOOMER MARKETING CORPORATION, Guarantor

By: _____
Its: Vice President

Phil Berlin, V.P.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 22 day of December, 1998, by Randall B. Durant, of BANK ONE, TEXAS, N.A., a national banking association, on behalf of said association in its individual capacity and as Administrative Agent.

RACHEL ARANDA
Notary Public, State of Texas
My Comm. Expires Aug. 4, 2002

Rachel Aranda
Notary Public in and for the State of Texas

8-4-02

Rachel Aranda
Printed Name of Notary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me on this ___ day of _____, 1998, by _____, _____, of CREDIT LYONNAIS NEW YORK BRANCH, a licensed branch of a French banking corporation, on behalf of said corporation in its individual capacity and as Syndication Agent.

My Commission Expires:

_____
Notary Public in and for the State of New York

_____
Printed Name of Notary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me on this ___ day of December, 1998, by Edward E. Mattner, Vice President, of ARNOS CORP., a Nevada corporation, on behalf of said corporation.

My Commission Expires:

_____
Notary Public in and for the State of New York

_____
Printed Name of Notary

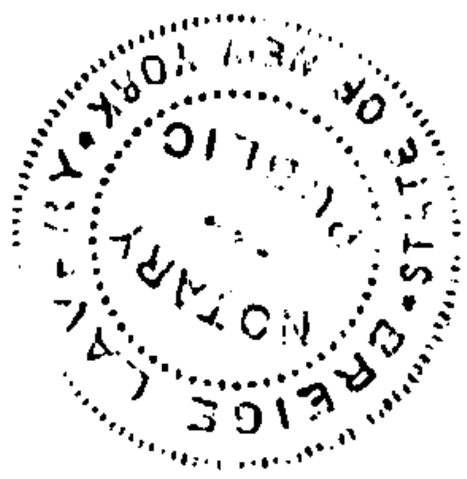
12/21/98;5:37 pm
44160/1070/SS/184798.1

State of New York)
) ss.:
County of New York)

On the 24nd day of December in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bonnington, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Breige Lavery
Notary Public

BREIGE LAVERY
Notary Public, State of New York
No. 41-4901746
Qualified in Queens County
Commission Expires Aug. 3, 199



12/24/98:10:37 am
44160/1070/SS/184955.1

[redacted] [redacted] [redacted]

State of New York)
) ss.:
County of New York)

On the 24th day of December in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward E. Mattner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LISA BROWN
Notary Public, State of New York
No. 01BR6006996
Qualified in New York County
Commission Expires May 11, 20[illegible]

12/24/98;10:37 am
44160/1070/SS/184955.1

ANNEX I

BANK ONE

	Outstanding Principal Amount	Accrued and Unpaid Interest
Revolving Note: as of 12/20 (due next a.m.)	$12,500,000.00	$101,829.01
as of 12/21 (due next a.m.)	$12,500,000.00	$107,993.39
as of 12/22 (due next a.m.)	$12,500,000.00	$114,157.78
Counsel Fees and Disbursements:		$64,409.00[1]
Purchase Price:		
as of 12/20 (due next a.m.)		$12,666,238.01
as of 12/21 (due next a.m.)		$12,672,402.39
as of 12/22 (due next a.m.		$12,678,566.78

CREDIT LYONNAIS

Revolving Note: as of 12/20 (due next a.m.)	$12,500,000.00	$101,829.01
as of 12/21 (due next a.m.)	$12,500,000.00	$107,993.40
as of 12/22 (due next a.m.)	$12,500,000.00	$114,157.78
Counsel Fees and Disbursements:		$ -0-
Purchase Price:		
as of 12/20 (due next a.m.)		$12,601,829.01
as of 12/21 (due next a.m.)		$12,607,993.40
as of 12/22 (due next a.m.)		$12,614,157.78

Wiring Instructions:

Bank One, Texas N.A.
Dallas, Texas 75201
ABA (for Texas) 111000614
BENF - Commercial Loan Servicing Center - South Region
Account No. 1065151010
Borrower: National Energy Group, Inc.
Attn: Special Servicing, Commercial Loan
Servicing Center - South Region (Fax: 817-884-4651)
Attention: Randy Durant (214) 290-2721

Credit Lyonnais New York Branch
ABA #026008073
Attention: Loan Servicing Dept.
Reference: National Energy Group, Inc.

1. Includes all previously billed and outstanding invoices.

SCHEDULE 1

WYOMING

1. Assignment of Note and Liens by Texas Gas Fund I in favor of Bank One, Texas, N.A. dated June 30, 1995, filed and recorded as follows:

   (a) July 24, 1995 in the Records of Campbell County, Wyoming, File No. 698047, Book 1343 of Photos, Page 303.

   (b) July 17, 1995 in the Records of Lincoln County, Wyoming, File No. 805213, Book 370PR, Page 849.

   (c) July 17, 1995 in the Records of Sublette County, Wyoming, File No. 252969, Book 101 O&G, Page 710.

   (d) July 17, 1995 in the Records of Sweetwater County, Wyoming, File No. 1193313, Book 864, Page 1944.

2. Amended and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement dated June 30, 1995, executed by National Energy Group, Inc. filed in favor of Bank One, Texas, N.A., filed and recorded July 17, 1995 in the Records of Sweetwater County, Wyoming, File No. 1193314, Book 864, Page 1951.

3. Amended and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated as of August 29, 1996, from National Energy Group, Inc. as Grantor for the use and benefit of Bank One Texas, N.A., Administrative Agent, filed and recorded by Sweetwater County, Wyoming, on September 16, 1996, File Number 1222817, in Book 0878, Pages 1760 - 1783.

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE....Evanston..025949

DISTRICT LAND OFFICE...Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Thomas G. Dorough Family Trust Partnership, P.O. Box 1196, Englewood, CO 80150, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Thomas G. Dorough Trust Partnership	P.O. Box 1196 Englewood, CO 80150	27/32 of 1%

271352

11:35A

RECORDED January 19 1999 M
IN BOOK 110 O+G PAGE 190
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Being in all a total of an undivided 27/32 of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 114 West, 6th P.M.

Section 12: E½, E½SW¼, SE¼NW¼
Section 13: W½, W½E½

Containing 920.00 acres, more or less.

WITNESS our hands this 31st day of December, 1998

Witnesses:

Thomas G. Dorough Family Trust Partnership

By: Thomas G. Dorough Jr. Trustee

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

On the 31st day of December, 1998, before me personally appeared Thomas G. Dorough Jr. the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires: 04/02/2002

Notary Public Ruth H. Rohleder

Residing in 5591 South Miller St. Littleton, CO 80127

RUTH H. ROHLEDER NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent(s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

[redacted] as to Thomas L. Donough, Trustee

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

[redacted] as to [redacted]

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-01425

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Thomas G. Dorough Family Trust Partnership, P.O. Box 1196, Englewood, CO 80150

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Thomas G. Dorough Trust Partnership	P.O. Box 1196 Englewood, CO 80150	5/6 of 1%

271353

11:35a
RECORDED January 19 1999 M
IN BOOK 110 O+G PAGE 192
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Being in all a total of an undivided 5/6 of 1% .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 113 West, 6th P.M.

Section 7: E½W½, Lots 1,2,3,4
Section 18: E½W½, Lots 1,2,3,4
Section 19: E½W½, Lots 1,2,3,4, & E½

Containing 1252.96 acres, more or less.

WITNESS our hands this 31st day of December, 1998

Witnesses:

.....

.....

Thomas G. Dorough Family Trust Partnership

By: Thomas G. Dorough Jr. Trustee

STATE OF Colorado
COUNTY OF Arapahoe
} ss.

On the 31st day of December, 1998, before me personally appeared Thomas G. Dorough Jr. the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

04/02/2002

RUTH H. ROHLEDER NOTARY PUBLIC STATE OF COLORADO

Ruth H. Rohleder
Notary Public Ruth H. Rohleder

Residing in 5591 South Miller St.
Littleton, CO 80127

[redacted] [redacted] [redacted]

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent(s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

A P Macauley ..... as to Thomas L Doogh, Trustee

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

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WY-1255

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 (SUB LEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
WYW-118155

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)* HALLIBURTON ENERGY SERVICES, INC.
   Street 5151 San Felipe
   City, State, ZIP Code Houston, TX 77056

*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 29 North, Range 108 West, 6th P.M. Section 21: NE/4 Section 23: N/2 Section 24: E/2, NW/4 Sublette Co., WY **INSOFAR AND ONLY INSOFAR AS SAID LANDS COVER THE WELL BORES FOR THE FOLLOWING DESCRIBED WELLS:** Stud Horse Butte 3-24, located in the NE/4NW/4 Sec. 24-29N-108W Stud Horse Butte 9-24, located in the NE/4SE/4 Sec. 24-29N-108W Stud Horse Butte 3-23, located in the NE/4NW/4 Sec. 23-29N-108W Stud Horse Butte 13-21, located in the NE/4NW/4 Sec. 21-29N-108W Stud Horse Butte 1-23, located in the NE/4NE/4 Sec. 23-29N-108W Stud Horse Butte 1-24, located in the NE/4NE/4 Sec. 24-29N-108W	63.75%	6.375%	57.375%	None	5.5%

271364

RECORDED January 19 1999 1:30p M
IN BOOK 110 Oto PAGE 194
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999 by Charlotte Kauffman, as Attorney-in-Fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

Cindy Halasz
NOTARY PUBLIC

My commission expires:
June 26, 19

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this 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 12th day of January, 19 99

Name of Transferor: ULTRA RESOURCES, INC.
Please type or print

Transferor: _____
(Signature)

or Attorney-in-fact: Charlotte Kauffman
(Signature)

Charlotte Kauffman, Attorney-in-fact

304 Inverness Way South, Suite 295
(Transferor's Address)

Englewood, CO 80112
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 99

HALLIBURTON ENERGY SERVICES, INC.

Transferee: _____
(Signature)

or Attorney-in-fact: Vice President, Integrated Solutions
Halliburton Energy Services Division
(Signature)

BURDEN HOURS STATEMENT

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

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

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

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 25.81875% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes [illegible] Wells and concerned oil and gas

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SUBLETTE COUNTY, PINEDALE WYOMING

leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance*. Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions*. After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings*. Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance*. Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By: _____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

DONNA BUTTLES
MY COMMISSION EXPIRES
March 14, 2002

SCHEDULE 1

Well Name	Location
Stud Horse Butte 3-23	Township 29 North, Range 108 West Section 23: NE/4NW/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 32.62572% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes a[illegible]

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leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance*. Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions*. After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings*. Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance*. Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra.*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By: _____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

DONNA BUTTLES
MY COMMISSION EXPIRES
March 14, 2002

SCHEDULE 1

Well Name	Location
Stud Horse Butte 1-24	Township 29 North, Range 108 West Section 24: NE/4NE/4 Sublette County, Wyoming

209

210

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 29.1924% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

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By Cathy Lofton

leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

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(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

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and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

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4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By: _____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

DONNA BUTTLES
MY COMMISSION EXPIRES
March 14, 2002

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SCHEDULE 1

Well Name	Location
Stud Horse Butte 3-24	Township 29 North, Range 108 West Section 24: NE/4NW/4 Sublette County, Wyoming

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 34.03026% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes applicable to Wells and concerned oil and gas

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By Cathy Seeton

leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance.* Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions.* After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Procesdings.* Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance.* Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies.* Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss.* Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights.* The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing.* Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra.*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: Charlotte Kauffman
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: Charlotte Kauffman
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By:
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

[redacted] [redacted] [redacted]

SCHEDULE 1

Well Name	Location
Stud Horse Butte 13-21	Township 29 North, Range 108 West Section 21: SW/4SW/4 Sublette County, Wyoming

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FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 27.8613% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes applicable to Wells and concerned oil and gas

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leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance*. Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions*. After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings*. Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance*. Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

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3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

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4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

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6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By: _____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

DONNA BUTTLES
MY COMMISSION EXPIRES
March 14, 2002

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SCHEDULE 1

Well Name	Location
Stud Horse Butte 1-23	Township 29 North, Range 108 West Section 23: NE/4NE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 30.165480% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes applicable to Wells and concerned oil and gas

271370

RECORDED January 19 1999 1:30PM
IN BOOK 110 O+G PAGE 231
FEES $ 18.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance*. Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions*. After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings*. Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance*. Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 12th DAY OF JANUARY, 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

ULTRA RESOURCES, INC.

By: _____
Charlotte Kauffman, Attorney-in-fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By: _____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, as Attorney-in-fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

CINDY HALASZ NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

STATE OF WYOMING)
) Ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 12th day of January, 1999, by Charlotte Kauffman, Attorney-in-fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Cindy Halasz
NOTARY PUBLIC

My commission expires:

June 26, 1999

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 26, 1999

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Donna Buttles
NOTARY PUBLIC

My commission expires:
March 14, 2002

DONNA BUTTLES
MY COMMISSION EXPIRES
March 14, 2002

[redacted] [redacted] [redacted]

SCHEDULE 1

Well Name	Location
Stud Horse Butte 9-24	Township 29 North, Range 108 West Section 24: NE/4SE/4 Sublette County, Wyoming

237

FORM 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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-77883

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublease)* TBI Exploration, Inc.
   Street 555 17th Street, Suite 1850
   City, State, ZIP Code Denver, CO 80202-3918

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all aditional 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 Lease, or ☐ Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) [x] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similiar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar 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
INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: Township 28 North, Range 111 West, 6th P.M. Section 29: NE/4 Section 32: NE/4 containing 320 acres, more or less Sublette County, Wyoming limited from the surface of the Earth down to the stratigraphic equivalent of 11,490' as found in the Esposito Federal 40-20 well, located in the SW/4SE/4 of Section 20, T28N-R111W, Sublette County, Wyoming **271421** RECORDED January 21 1999 9:30 M IN BOOK 110 O-R PAGE 238 FEES $ 10.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Kate Pope Transferor intends to convey unto Transferee all of his right, title and interest in the above noted lands, whether or not the interest is correctly described herein.	1.5%	1.5%	0%	0%	Of Record

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 Not. 1, if needed, or for Land Description in Item No. 2 if needed

STATE OF COLORADO)
)SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jordan R. Smith this 6th *of December, 1998.*

Notary Public

My Commission Expires: 12-6-99

PHYLLIS MALISHESKI
NOTARY PUBLIC, STATE OF COLORADO

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 of 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, not 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 6th day of December, 19 98

Name of Transferor **Jordan R. Smith**
Please type or print

Transferor _____
(Signature)

Attorney-in-fact _____
(Signature)

P.O. Box 5038

Englewood CO 80155-5038
(City) (State) (Zip Code)

Executed this 7th day of December, 19 98

TBI Exploration, Inc.

Transferee _____
(Signature)

Attorney-in-fact _____
Richard B. Porter

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.

240

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of January, 1999, by RICHARD B. PORTER as Attorney-in-Fact of TBI Exploration, Inc. on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: March 17, 2002

Corinne Quinn
Notary Public in and for the
State of Colorado

(Seal)

CORINNE QUINN
NOTARY
PUBLIC
STATE OF COLORADO

My Commission Expires 03/17/2002

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

EXECUTED this 16th day of December, 1998.

ATTEST:

Lynne M. Baalman, Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Louis A. Oswald, III, President

ACKNOWLEDGEMENT (CORPORATE)

STATE OF COLORADO)
CITY AND)SS
COUNTY OF DENVER)

On this 16th day of December, 1998, before me personally appeared Louis A. Oswald, III, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation 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 16th day of December, 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

271422

RECORDED January 21 1999 10:00 A M
IN BOOK 110 O+G PAGE 241
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Proctor

WY-1319-Q	PATRICK EUGENE MORAN WHO HAS POWER OF ATTORNEY FOR MARY FRANCIS MORAN, WIDOW OF MARTIN MORAN	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110 / 76	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 – 1.11ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4
WY-1319-R	MEREDITH ANN RUBICH, A WIDOW	HIGH PLAINS ASSOCIATES, INC.	2/27/98	110 / 73	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 –1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK / PAGE	LEGAL DESCRIPTION
WY-1319-O	MARY LOU MERGEN, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110 / 82	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 –1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4
WY-1319-P	ANN MURDOCK, A SINGLE WOMAN	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110/79	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 – 1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4

ULTRA RESOURCES, INC.
REPORT NAME: Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY001 WYOMING							
WY-1062-M	EDITH BARP AKA EDYTHE L. BARP AND GEORGE L. BARP, WIFE AND HUSBAND	HIGH PLAINS ASSOCIATES, INC.	03/26/1998	/ 110/85		596.3900	Sublette COUNTY, WYOMING TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH PM SECTION 10: LOTS 1(27.07), 2(25.47), 3(23.85) TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH PM SECTION 35: W/2, SE/4, SW/4NE/4

244

CORRECTION ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THISE 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, did convey, transfer, assign and deliver without warranty, express or implied, under assignment of Overriding Royalty dated May 5, 1998 and recorded in Book 107 O&G, Page 669, Recpt. #267465, Sublette County, WY. unto the following parties shown below:

Gasconade Oil Company	633 17th Street, Suite 1650 Denver, Colorado 80202
The Roy H. Dubitzky Trust	6663 S. Prescott Way Littleton, Colorado 80120
Riggs Oil & Gas Corporation	P.O. Box 711 Farmington, NM 87499

Whereas the leases described on said assignment of overriding royalty reflected an incorrect Federal serial number.

Whereas this instrument is to correct the Federal serial numbers on the original assignment of overriding royalty, as indicated below:

USA WYW-061655	SHOULD READ:	USA WYW-016155
USA WYW-016168	SHOULD READ:	USA WYW-016158
USA WYW-0156316	SHOULD READ:	USA WYW-015316

Whereas this instrument is to correct the Federal serial numbers only and does not affect or increase the interest conveyed in the original assignment of overriding royalty.

WITNESS my hand on this 14th day of January, 1999.

271423

10:00A

RECORDED January 21 19 99 M
IN BOOK 110 O+G PAGE 245
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By S Lou Payx

ULTRA RESOURCES INC.

R. G. "Jerry" Albertus

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

On this 14th day of January, 1999, 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 14th day of January 1999.

NOTARY PUBLIC E MARKS STATE OF COLORADO

My Commission Expires:
MY COMMISSION EXPIRES MARCH 17, 2000

Notary Public

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-1147
Lessor: USA WYW-061655
Lease Date: 7/1/52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 107 West
Section 7: W/2SE/4
Section 18: All

WY-1132
Lessor: USA WYW-016168
Lease Date: 7/1/52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS**
Township 30 North, Range 107 West
Section 7: Lots 1, 2, 3, 4, E/2W/2
Township 30 North, Range 108 West
Section 26: All
Section 34: NE/4, N/2SE/4, N/2NW/4
Section 35: N/2, N/2S/2, S/2SE/4

WY-1130
Lessor: USA WYW-0156316
Lease Date: 6/1/52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS**
Township 30 North, Range 108 West
Section 3: SW/4
Section 4: All
Township 31 North, Range 108 West
Section 29: E/2
Section 32: E/2
Section 33: SW/4

WITNESS my hand on this 5th day of May, 1998.

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 5th day of May, 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 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.

267465

Notary Public

My commission expires:
3.17.2000

RECORDED May 28 1998 9:20 AM
IN BOOK 107 D & G PAGE 669
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

669

[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 1650 Denver, CO 80202	1.83333%
The Roy H. Dubitzky Trust	6663 So. Prescott Way Littleton, CO 80120	1.83333%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.83334%

BEING in all a total of an undivided 5.5% 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:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF

WITNESS my hand on this 30th day of November, 1998, BUT EFFECTIVE March 1, 1994.

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

271424

10:05 A

RECORDED January 21 19 99 M
IN BOOK 110 O+G PAGE 247
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By B Lee Pogue

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 30th day of November, 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

EXHIBIT "A"
Sublette Co., Wyoming

WY-1256	Lessor:	USA WYW-143642
	Lease Date:	12-1-97
	Lands Covered:	Township 27 North, Range 106 West Section 8: All Section 9: All Sublette Co., WY
WY-1188	Lessor:	USA WYW-134428
	Lease Date:	11-1-94
	Lands Covered:	Township 27 North, Range 106 West Section 18: NE/4NE/4 Sublette Co., WY
WY-1016	Lessor:	USA WYW-142260
	Lease Date:	8-1-97
	Lands Covered:	Township 28 North, Range 107 West Section 4: Lt 1, W/2SE/4 Section 7: Lts 5-8, E/2W/2 Sublette Co., WY
WY-1021	Lessor:	ST WY 97-00349
	Lease Date:	7-2-97
	Lands Covered:	Township 28 North, Range 107 West Section 16: All Sublette Co., WY
WY-1214	Lessor:	USA WYW-133755
	Lease Date:	3-1-95
	Lands Covered:	Township 28 North, Range 107 West Section 23: E/2W/2, W/2SE/4 Section 26: W/2NE/4 Sublette Co., WY

ASSIGNMENT OF OIL AND GAS LEASE RESERVING AN OVERRIDING ROYALTY INTEREST

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 14, 1998, at 7:00 a.m. at the location of the properties ("Effective Time"), is from LEONARD HAY, 118 3rd Street, Rock Springs, WY 82901 ("Assignor") to S T OIL COMPANY, 1801 Broadway, Suite 600, Denver, CO 80202 and III EXPLORATION COMPANY, INC., P. O. Box 7608, Boise, ID 83707 ("Assignees").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignees an undivided ninety percent (90.00%) of Assignor's right, title and interest conveyed in the following proportions:

ST Oil Company	25.00%
III Exploration, Inc.	75.00%

in and to that certain Oil and Gas Lease ("Lease"), dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil and Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil and Gas, Page 687, all in Sublette County, Wyoming, insofar only as said lease covers the following described lands ("Lands"):

<u>Township 31 North, Range 109 West, 6th P.M.</u>
Sec. 14: Lots 1 and 2, also, all of the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2, Sec. 14, Township 31 North, Range 109 West, 6th P.M.

Limited to those depths from the stratigraphic equivalent of 10,320 feet below the surface, as encountered in the Jensen #1 well located 644.36 feet FEL and 1965.94 feet S. of NW section corner of Section 11, T31N-R109W, down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well located 803 feet FNL and 1812 feet FWL of Sec. 14, T31N-R109W, all in Sublette County, Wyoming

together with Ninety Percent (90.00%) of interests in and to all of the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled, area, or communitized area that cover or include all or any portion of the Lease, and Assignor's rights and obligation in, to and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands.

Assignor does hereby specifically reserve unto himself an overriding royalty interest of One and One-Fourth Percent (1.25%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from the Lease and Lands. All oil, gas and other hydrocarbons attributable to the overriding royalty assigned hereunder shall be delivered free of cost to Assignees in the pipelines serving the Lease and Lands or the tanks erected thereupon for the purpose of storing such products.

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

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

271524

9:50A
RECORDED January 28 1999 M
IN BOOK HD 646 PAGE 249
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

B. The interests assigned hereunder are subject to the terms and provisions of that certain letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., and Leonard Hay and Donald R. Hembre of Lewis and Clark Exploration and that those amendments dated August 15, 1995, June 13, 1996, and September 21, 1998.

C. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Leonard Hay

Leonard Hay

ASSIGNEES:

ATTEST:

Michele L. Hiller

By:
Title: Asst. Secretary

S T OIL COMPANY

J. Samuel Butler
President

ATTEST:

By:
Title:

III EXPLORATION, INC.

By:
Title:

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 1st day of October, 1998, by Leonard Hay,
Witness my hand and official seal.

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 1999

Flora A Halter
Notary Public

Mar. 5, 1999

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1998, by J. Samuel Butler, as President of S T Oil Company.
Witness my hand and official seal.

Pamela K Reed
Notary Public

My commission expires:
8/13/99

B. The interests assigned hereunder are subject to the terms and provisions of that certain letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., and Leonard Hay and Donald R. Hembre of Lewis and Clark Exploration and that those amendments dated August 15, 1995, June 13, 1996, and September 21, 1998.

C. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

_____
Leonard Hay

ASSIGNEES:

ATTEST:

S T OIL COMPANY

_____
By:
Title:

_____
J. Samuel Butler
President

ATTEST:

III EXPLORATION, INC.

_____
By:
Title:

_____
By: Wm C Glynn
Title: President

STATE OF WYOMING)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by Leonard Hay,
Witness my hand and official seal.

_____
Notary Public

My commission expires

_____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by J. Samuel Butler, as President of S T Oil Company.
Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

252

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

The foregoing instrument was acknowledged before me this 15th day of October, 1998, by William C. Glynn, as President of III Exploration, Inc.

Witness my hand and official seal.

D. Kent Little
Notary Public

My commission expires:

Nov 11, 2000

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

271530

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 13TH day of January, 1999, but effective as of October 1, 1998, is from Basin Exploration, Inc. ("Basin") whose address is 370 17th Street, Suite 3400, Denver, Colorado 80202, to Cross Timbers Oil Company ("Cross"), whose address is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, as successor to FMC Corporation ("FMC").

RECORDED February 1 19 99 M 4:10 P
IN BOOK 110 O-G PAGE 253
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda Pape

RECITALS

Basin and FMC entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992 (the "Farmout") covering, among other lands, certain lands ("Lands") comprising 160 acres (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases ("Lease") insofar as the Lease covers the assigned depths ("Assigned Depths") all as shown and set forth on Exhibit "A" attached hereto and made a part hereof. Basin, pursuant to such Farmout has drilled a well ("Well") identified as the Federal 3-24 Well on the Lands. This well is located on the NW/4 of the NE/4 of Section 24, Township 27 North, Range 112 West, is capable of producing oil or gas in commercial quantities from the Bear River formation, and has reached "payout" as defined in the Farmout. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

By Assignment, Bill of Sale and Conveyance dated September 16, 1994 and recorded December 16, 1994 in the records of Sublette County, Wyoming in Book 100 O&G, at Page 94, (the "Previous Assignment"), FMC conveyed all of its right, title and interest in and to the Lease as to the Assigned Depths (the "Interests"). For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Basin does hereby transfer, assign, grant, bargain, sell and convey to Cross an undivided 33.0% of the Interests **insofar and only insofar** as such Interests cover the Lease and relate to the Lands and to the Assigned Depths *acquired by Basin from FMC in the Previous Assignment,* as shown on Exhibit "A", together with the proportionate interest in:

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

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

(iii) any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing

to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

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

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 17th day of June, 1994, by and between the parties hereto, covering the NE/4 of Section 24, Township 27 North, Range 112 West, and under which Basin is Operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

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

This Assignment is effective as of the date of payout of the Well, being October 1, 1998.

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

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

ATTEST:

[redacted] Boigon
Secretary

BASIN EXPLORATION, INC.

Sam D. Winegrad
Vice President of Corporate Development

ATTEST:

By:
Title:

CROSS TIMBERS OIL COMPANY

By: Vaughn O. Vennerberg, II
Title: Senior Vice President - Land

HC
ESR

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me by Sam D. Winegrad, as Vice President of Corporate Development of Basin Exploration, Inc., this 13th day of January, 1999.

Witness my hand and official seal.

My commission expires: 2-18-2001

Notary Public

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me by Vaughn O. Vennerberg, II, as Senior Vice President - Land of Cross Timbers Oil Company, this 21st day of January, 1999.

Witness my hand and official seal.

My commission expires:

KIM FIELDS RHOADS
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/13/99

Notary Public

EXHIBIT "A"

to that certain Assignment, Bill of Sale and Conveyance
by and between Basin Exploration, Inc., and
Cross Timbers Oil Company, as successor to FMC Corporation
dated January 13, 1999

Lands and Assigned Depths

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 112 West, Section 24, the NE/4 (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease No. WY-15340.

10.00

FORM TA-21-2 [redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 1, 1998 **, from** Jack L. Foote, Grover L. Foote and Gretchen A. McCleary **, 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 34 North, Range 113 West, 6th P.M.
Section 1: Lot 3, 4, S½NW¼
Section 2: Lot 1, 2, S½NE¼

271591

8:30A
RECORDED February 2 19 99 M
IN BOOK 1100-6 PAGE 257
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pope

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jack L. Foote, Grover L. Foote and Gretchen A. McCleary **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
Jack L. Foote	1006 Derby Course St. Charles, Il. 60174	$26.27 paid-up
Grover L. Foote	same address	$26.27 paid-up
Gretchen A. McCleary	same address	$26.27 paid-up

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ **day of** April **, 19** 98 **.**

X Gretchen McCleary
Gretchen A. McCleary

X
Jack L. Foote

X
Grover L. Foote

257

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358

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 Grover L. Foote

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 ILLINOIS
COUNTY OF DEKALB } 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 10

day of April, 19 98, personally appeared ~~Grover L. Foote and~~ Gretchen A. McCleary

and

"OFFICIAL SEAL"
NANCY REX
Notary Public, State of Illinois
DeKalb County
My Commission Expires 2/23/2000

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

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

My Commission Expires 2/23/2000

Nancy Rex
Notary Public.

State of WISCONSIN
County of MILWAUKEE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 13TH day of APRIL, A. D. 1998, before me personally appeared GROVER L. FOOTE, 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 13TH day of APRIL, A. D. 1998

James Zavadsky
Notary Public.

(SEAL)

My Commission expires 5-9-99

NOTARY PUBLIC
JAMES ZAVADSKY
STATE OF WISCONSIN

No.....
FROM
TO
Dated.....19.....
No. Acres.....County.....
Term.....
This instrument was filed for record on the.....19.....
day of.....o'clock.....M., and duly recorded in Book.....Page.....
Volume.....of the records of this office.
.....County Clerk.
By.....Deputy.
When recorded return to

STATE OF ILLINOIS) ILLINOIS
)
COUNTY OF) KANE

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Jack L. Foote is personally known to me to be the same person(s) whose name is subscribed to the foregoing instruments appeared before me this day in person and acknowledged he signed and delivered the said instruments as his free and voluntary act for the uses and purposes therin set forth.

GIVEN under my hand a Notarial Seal this 10th Day of April, 1998.
My commission expires 02-16-99

"OFFICIAL SEAL"
MARY COX
Notary Public, State of Illinois
My Commission Expires 02/16/99

Mary Cox
Notary

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1998)

PAID-UP 260
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 8th day of April 19 98 by and between

Margery Wagner, a married woman dealing in her sole and separate property, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

of 301 Clayton Street, Grand Prairie, TX 75052, 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 permitees, 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:

RECORDED February 11 1999 at 9:20 A
IN BOOK 110-B PAGE 260
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Exhibits "A" and "B" attached hereto and made a part hereof

271592

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 Bank One, Texas NA BANK at 518 W. Main St., Grand Prairie, TX 75050 (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]

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 acceptance 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 Margery Wagner

Margery Wagner, individually and as an heir of the Estates of Marian L. Angus, deceased and Howard Angus, deceased

STATE OF Texas
COUNTY OF Dallas } ss. INDIVIDUAL

On this 15th day of January, 19 99, before me personally appeared Margery Wagner, a married woman dealing in her sole and separate property, individually and as an heir 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 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 15th day of January, 19 ~~98~~ 99.

My commission expires: 12-4-2000

VIOLA MEEKS
Notary Public
State of Texas
Comm. Expires 12-04-2000

Viola Meeks
Notary Public for the State of Texas
residing at DeSoto, Tx 75115

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: Margery Wagner, a married woman dealing in her sole and separate property, individually and as heir of Marian L. Angus, deceased
LESSEE: Contex Energy Company
DATED: February 11, 1994, and recorded in Book 97, page 322 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 Margery Wagner
Margery Wagner, 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
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 Margery Wagner, a married woman dealing in her sole and separate property, individually and as an heir 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, 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 Margery Wagner
Margery Wagner, individually and as an heir of
the Estates of Marian L. Angus, deceased and
Howard Angus, deceased

264 271612 2/2/99 11:05AM
SUBLETTE COUNTY WYOMING
MARY E. LANKFORD
COUNTY CLERK
BY:

74215

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

This instrument (this "Ratification and Amendment"), dated as of the 22 day of December, 1998, is by [redacted]C., a Delaware corporation, doing business in the States of Montana, North Dakota, and Wyoming as KCS Mountain Resources, Inc., whose Taxpayer Identification Number is 76-0413320, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; KCS MICHIGAN RESOURCES, INC., a Delaware corporation, whose Taxpayer Identification Number is 76-0482274, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; and KCS ENERGY MARKETING, INC., a New Jersey corporation, whose Taxpayer Identification Number is 22-2267499, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056 (each sometimes referred to individually as "Mortgagor" and collectively as "Mortgagors"), for the benefit of [redacted], a Delaware corporation, whose Taxpayer Identification Number is 58-1760354, and with principal offices in New York, New York County, New York, and whose mailing address is 425 Lexington Avenue, 7th Floor, New York, New York 10017, in trust as mortgagee, as Collateral Agent for the benefit of the Lenders (defined below) pursuant to the Credit Agreement described below (in such capacity, together with its successors in such capacity pursuant to the terms of the Credit Agreement, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagors have heretofore executed one or more counterparts of certain security instruments more particularly described in Schedule I attached hereto and incorporated herein for all purposes by this reference (as amended or partially released by Mortgagee prior to the date of this instrument, whether or not such amendments or partial releases are filed of record and whether or not reflected in said Schedule I, each a "Mortgage", and collectively, the "Mortgagees");

WHEREAS, the Mortgages were executed and delivered to secure the payment or performance of certain indebtedness and other obligations of Mortgagors, as more fully described in said instruments, including the promissory notes described in the Mortgages;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement dated effective as of September 25, 1996 as amended by a First Amendment to Credit Agreement dated July 1, 1997, a Second Amendment to Credit Agreement dated March 24, 1998, a Third Amendment to Credit Agreement dated November 12, 1998, and a First Amended and Restated Credit Agreement of even date herewith (collectively, the "Credit Agreement"), by and among Mortgagors (each individually a "Borrower" and, collectively, the "Borrowers"), Canadian Imperial Bank of Commerce, as Agent (the "Agent"), Mortgagee, as Collateral Agent, and the other parties signatory thereto from time to time (the "Lenders"), the Lenders have agreed to renew, extend or rearrange credit to or for the benefit of Mortgagors; and

271611

RECORDED February 2 1999 at 11:00A
IN BOOK 110446 PAGE 264
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

[redacted] [redacted] [redacted]

WHEREAS, pursuant to the Credit Agreement, the parties hereto desire to ratify and amend the Mortgages as described below, and to renew, extend and carry forward the liens arising thereunder;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by Mortgagors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagors, the parties hereto agree as follows, with capitalized terms used but not defined herein having meanings assigned to such terms in the Credit Agreement:

1. AMENDMENTS.

(a) Effective December 22, 1998, the existing Paragraph 2.1 of the Mortgages is deleted and the amended Paragraph 2.1 set forth below is substituted in its place:

"2.1 Specific Obligations. The Obligations include, without limitation:

(a) the indebtedness evidenced by the Notes, including, without limitation, the following described promissory notes dated December 22, 1998 and executed by the Borrowers, each bearing interest and being payable as provided in the Credit Agreement:

(i) Promissory Note to the order of the CANADIAN IMPERIAL BANK OF COMMERCE in the original principal amount of THIRTY-EIGHT MILLION AND NO/100 DOLLARS ($38,000,000.00) with a final maturity of September 30, 2000;

(ii) Promissory Note to the order of BANC ONE TEXAS in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS ($32,000,000.00) with a final maturity of September 30, 2000.

(iii) Promissory Note to the order of COMERICA BANK-TEXAS in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000.00) with a final maturity of September 30, 2000.

(iv) Promissory Note to the order of NATIONSBANK OF TEXAS, N.A. in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS ($32,000,000.00) with a final maturity of September 30, 2000.

(v) Promissory Note to the order of DEN NORSKE BANK ASA in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000.00) with a final maturity of September 30, 2000.

(vi) Promissory Note to the order of CANADIAN IMPERIAL BANK OF COMMERCE in the original principal amount of TEN MILLION AND NO/100 DOLLARS ($10,000,000.00) with a final maturity of September 30, 2000.

(b) all other obligations and liabilities of the Borrowers, or any one or more of them, to Mortgagee and the Lenders, now existing or hereafter incurred, under, arising out of or in connection with any Loan Document."

(b) Effective December 22, 1998, the term "Indebtedness" as used in the Mortgages (as amended by this Ratification and Amendment) shall, in addition to the matters set forth in Paragraph 2.3 of the Mortgages, include the Obligations referenced in the foregoing amended Paragraph 2.1.

(c) Exhibit B attached to the Mortgages setting forth the interest provisions applicable to the Notes is hereby deleted and replaced with a new Exhibit B in the form attached hereto.

2. REAFFIRMATION OF MORTGAGES. The Mortgages, as amended hereby, are declared and acknowledged by Mortgagor to be in full force and effect, in accordance with their terms. Giving effect to the foregoing amendment of the Mortgages, Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee named in the Mortgages ("Trustee"), for the benefit of Mortgagee, and grant to Mortgagee a security interest in, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property (as such term is defined in the Mortgages (as amended or released to date) and described in the effective Exhibits thereto and so used herein) upon the terms and provisions of the Mortgages. Without limiting the foregoing, Mortgagor hereby ratifies the warranties, representations and covenants of Mortgagor contained in the Mortgages.

TO HAVE AND TO HOLD all and singular the Mortgaged Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release of the Mortgages in anywise belonging or appertaining thereto, unto said Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them, forever.

4. MISCELLANEOUS. This Ratification and Amendment shall be considered as an amendment to and ratification of the Mortgages, and the Mortgages, as herein expressly amended, are hereby ratified, approved and confirmed in every respect. All liens created, extended or renewed by the Mortgages are hereby extended, renewed and carried forward by this instrument

[redacted] [redacted] [redacted]

and incorporated herein. All references to the Mortgages in any documents hereafter executed shall be deemed to refer to the Mortgages as amended by this Ratification and Amendment.

For the convenience of the parties, this instrument may be executed in multiple counterparts. 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.

SIGNATURES BEGIN ON NEXT PAGE

MORTGAGOR:

KCS RESOURCES, INC., a
Delaware corporation

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 22nd day of December, 1998, by Kathryn M. Kinnamon, Vice President of KCS RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 22nd day of December, 1998.

_____
Notary Public - State of Texas

_____
(Printed Name of Notary)

JACQUELINE A. McKOY
Notary Public, State of Texas
My Commission Expires 12/02/2002

[redacted] [redacted] [redacted]

MORTGAGOR:

KCS MICHIGAN RESOURCES, INC., a
Delaware corporation

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 22nd day of December, 1998, by Kathryn M. Kinnamon, Vice President of KCS MICHIGAN RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 22nd day of December, 1998.

_____
Notary Public - State of Texas

_____
(Printed Name of Notary)

JACQUELINE A. McKOY
Notary Public, State of Texas
My Commission Expires 12/02/2002

MORTGAGOR:

KCS ENERGY MARKETING, INC., a New Jersey corporation

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 22nd day of December, 1998, by Kathryn M. Kinnamon, Vice President of KCS ENERGY MARKETING, INC., a New Jersey corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 22nd day of December, 1998.

_____
Notary Public - State of Texas

_____
(Printed Name of Notary)

JACQUELINE A. MCKOY
Notary Public, State of Texas
My Commission Expires 12/02/2002

[redacted] [redacted] [redacted]

THUS SIGNED in multiple originals in my office in New York, New York County, New York, by the person whose name appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the 23 day of December, 1998, after due reading of the whole.

COLLATERAL AGENT:

CIBC INC., a Delaware corporation, as Collateral Agent

ATTEST:

By: Patricia A. Bourdon
Name: P. Bourdon
Title: Secretary

[SEAL]

By: Marybeth Ross
Marybeth Ross
Authorized Signatory

WITNESSES:

Christine Anaronian
(Printed Name of Witness)

A. F. TELLERMAN
(Printed Name of Witness)

Notary Public, State of New York

My Commission Expires:

SABINE MITTON
Notary Public, State of New York
No. 01MI5034021
Qualified in Kings County
Commission Expires October 3, 2000

(Printed Name of Notary)

SCHEDULE I
TO
RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM KCS RESOURCES, INC., KCS MICHIGAN RESOURCES, INC. AND KCS ENERGY MARKETING, INC.

Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement, and Assignment of Production dated September 25, 1996, from KCS Resources, Inc., KCS Michigan Resources, Inc. and KCS Energy Marketing, Inc.

JURISDICTION	FILING DATA
WYOMING	
Big Horn	Book 35, Page 787, Mortgage Records, Recorded October 24, 1996.
Carbon County	Book 935, Page 74, Mortgage Records, File #871552, Recorded October 23, 1996.
Converse County	Book 1101, Page 268, Mortgage Records, File #824471, Recorded October 22, 1996.
Fremont County	Book 753, Page 112, Mortgage Records, File #1176503, Recorded October 28, 1996.
Hot Springs County	Book 69, Page 812, Microfilm #411637, Recorded October 29, 1996.
Lincoln County	Book 389,PR, Pages 759-823, File No. 828248, Recorded October 25, 1996.

Natrona County	Microfilm #586807, Recorded October 22, 1996.
Park County	File #1996 6313; Recorded October 22, 1996.
Sublette County	Book 66, Page 397, Mortgage Records, File #259274, Recorded October 24, 1996.
Sweetwater County	Book 880, Page 267-333, Mortgage Records, File No. 1225311, Recorded October 22, 1996.
Washakie County	Book 72, Page 2147, Mortgage Records, File #455350, Recorded October 23, 1996.

ASSIGNMENT OF OIL AND GAS LEASES

Elliott A. Riggs whose address is 1690 North Butler Avenue, Farmington, NM 87499 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 grant, sell, convey and assign unto SEE THE ATTACHED EXHIBIT "A", all of Assignor's right, title and interest in and to the following described oil and gas lease(s) in Sublette County, WY, to wit:

SEE THE ATTACHED EXHIBIT "B"

11:40A

RECORDED February 8 19 99 M
IN BOOK 110 Misc PAGE 274
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Page

271615

This Assignment is made, executed, delivered and accepted subject to the following express terms and conditions.

1. This Assignment is made without warranty (of title or otherwise) or representation, express or implied.

Executed this 21st day of January, 19 99.

WITNESS:

Walter K. Arbuckle

Elliott A. Riggs

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of January, 19 99, by Elliott A. Riggs as N/A of N/A.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 21, 1999, by and between Elliott A. Riggs and Gasconade Oil Co., et al.

1.	Gasconade Oil Co. 633 17th St. #1650 Denver, CO 80202	50%
2.	Westmeath Corp. A New Mexico Corporation P.O. Box 711 Farmington, NM 87499	50%

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 21, 1999, by and between Elliott A. Riggs and Gasconade Oil Co., et al.

WY-1124	WYW-06269	Twp 31 North, Rge 109 West Sec 35: W/2, S/2NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation. Sublette Co., WY
WY-1125	WYW-06270	Twp 31 North, Rge 109 West Sec 9: S/2SE/4 Sec 10: W/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1126	WYW-06283	Twp 30 North, Rge 108 West Sec 6: Lts 3,4,5,6,7, E/2SW/4, SE/4NW/4 Sec 7: Lts 1,2, E/2NW/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1136	WYE-026025	Twp 31 North, Rge 109 West Sec 15: Lts 7,8, E/2SW/4, SE/4 Sec 22: NW/4, E/2 Sec 23: W/2 Sec 26: All Sec 27: E/2NE/4 Sec 35: N/2NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1137	WYE-026026	Twp 31 North, Rge 109 West Sec 15: Part of Section in River Bed Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1123	WYW-015314	Twp 30 North, Rge 108 West Sec 8: S/2 Sec 17: N/2 Sec 22: NE/4 Sec 23: NW/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY

WY-1132	WYW-016158	Twp 30 North, Rge 108 West Sec 25: NW/4NW/4, S/2SW/4 Sec 26: All Sec 34: NE/4, N/2SE/4, N/2NW/4 Sec 35: N2S/2, N/2, S/2SE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1127	WYW-06286	Twp 32 North, Rge 109 West Sec 28: NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1128	WYW-06933	Twp 30 North, Rge 108 West Sec 7: NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1146	WYW-06934	Twp 30 North, Rge 108 West Sec 6: SE/4 Sec 7: Lts 3,4, E/2SW/4, SE/4 Twp 30 North, Rge 109 West Sec 11: SE/4 Sec 12: S/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1133	WYW-016161	Twp 30 North, Rge 108 West Sec 24: N/2, SW/4, E/2SE/4, SE/4SE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1134	WYW-016162	Twp 30 North, Rge 108 West Sec 27: E/2, E/2W/2 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY
WY-1135	WYW-018039	Twp 30 North, Rge 108 West Sec 17: SE/4SE/4 Sec 18: NE/4NE/4 Sec 22: NE/4SW/4 Sec 23: SW/4NE/4 Limited as to depth as to the vertical interval from The surface to the earth to a depth of 11,543 ft but in no event below the top of the Erickson formation Sublette Co., WY

278

Form 3000-3a
(October 1992)

WY-010-00022-02

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 50195

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

Lease Serial No.

WYW-126100

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
P.O. Box 220
Casper, Wyoming 82602

*If more than one transferee, check here XX 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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 7: Lots 3 (32.22), 4 (32.80), E½SW¼, NE¼ Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 1 (39.96), 2 (39.89), S½NE¼, SW¼ Section 9: NE¼, SW¼ Section 10: NE¼, SW¼ Section 12: SW¼ Containing 1,424.57 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271617

12:20 P
RECORDED February 2 19 99 M
IN BOOK 110-A PAGE 278
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barb 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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 29th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ tcp
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 17th day of November, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ JW
John W. 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.

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

Executed this 14th day of December, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: Executive Vice President

Executed this 30th day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neal, President

Executed this 4th day of December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of November, 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. Lane
Notary Public

NANCY P. LANE NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas G Blevins
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of Dec, 1998, by Edward M. Kasser of _____, _____ corporation, on behalf of the corporation.

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

SEAL

My commission expires: December 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 30th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

Form 3060-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF [redacted] TERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20560

FORM AP[redacted]
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-126772

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)

WY-010-00062-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	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 Section 3: Lot 2 (39.94), SW¼NE¼ Containing 79.94 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271618

12:20 P

RECORDED February 2 19 99 M
IN BOOK 110 O-G PAGE 283
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate 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)

283

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 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.

*U.S. GPO: 1988-774-017/87083

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____
Mick McMurry, President

Title: _____

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

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

NANCY E. LEE NOTARY PUBLIC STATE OF COLORADO SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 8th day of Dec, 1998, by William R Weeks, Exec Vice Pres. of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002 SEAL

Notary Public

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December 1998, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING SEAL

My commission expires: 6 April 1999

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Warren of _____, _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

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

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

Form 3000-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF [redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20539

FORM A[redacted]
OMB NO. [redacted]
Expires: July 31, 1995

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

Lease Serial No.

WYW-106728

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)

WY-010-20034-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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 30 North, Range 109 West Section 29: NE¼, SW¼ Section 31: Lots 3 (47.17), 4 (47.10), E½SW¼, NE¼ Containing 654.27 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271619 12:20 P

RECORDED February 2 19 99 M
IN BOOK 110 O+G PAGE 289
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate 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)

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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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. — 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. — 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. — 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER — 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ PB
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ mmz
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.

Executed this 18TH day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: C. R. Coombs

Title: EXEC V. P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: Thomas H Neel

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry

Title: President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: Edward M. Warner

Title: _____

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.

Nancy P. Lane
Notary Public

NANCY PLANE NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18th day of Nov., 1998 by William R. Weeks, Exec. Vice Pres. of Fort Collins Consolidated Royalty Inc., a Colorado corporation, on behalf of the corporation.

DIANNE E. GREENE NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

official seal.

Diane E Greene
Notary Public

SEAL

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December 1998, by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas L Sturm
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Warner of _____, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

Form 3000-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT O[redacted]INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20535
FORM A[redacted]0
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-126101

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)

WY-020-00025-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	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 Section 10: SW¼ Section 18: NE¼ Section 19: Lots 3 (48.61), 4 (48.38), E½SW¼, NE¼ Section 30: Lots 3 (47.70), 4 (47.46), E½SW¼, NE¼ Section 32: NE¼, SW¼ Section 33: NE¼, N½SW¼ Containing 1,552.15 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271620

RECORDED February 2 1999 M
IN BOOK 110 Misc PAGE 295
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deb Pape

12:20P

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. — 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. — 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. — 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER — 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

SA1950

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ 1b
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ MMS
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.

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

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

My Commission Expires:
September 9, 2002

Form 3000-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF [redacted]NTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20532

FORM A[redacted]
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-141880

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)

WY-010-0214-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West Section 6: Lots 1 (40.04), 2 (40.02), 6 (30.07), 7 (30.56), E½SW¼, S½NE¼ Containing 300.69 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

12:20 P

271621

RECORDED February 12 1999 M
IN BOOK 110 O&G PAGE 299
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Page

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)

299

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. P.O. Box 1363 Cheyenne, Wyoming 82003	24.084%
MCNIC OIL & GAS PROPERTIES, INC. 370 – 17th Street, Suite 3050 Denver, Colorado 80202	33.333%
NERD ENTERPRISES, INC. P.O. Box 949 Casper, Wyoming 82602	8.25%
EDWARD M. WARNER c/o EXPEDITION OIL COMPANY, INC. 1401 Seventeenth Street, Suite 1200 Denver, Colorado 80202	1.333%

SNYDER

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ PB

Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ MMS

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.

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

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

KAREN A. GONZALES
NOTARY PUBLIC
STATE OF TEXAS

My Commission Expires:
September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

Form 3000-3a
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF [redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 50183
FORM A[redacted]
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-135470

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)

WY-010-00114-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
P.O. Box 220
Casper, Wyoming 82602

*If more than one transferee, check here XX 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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West Section 13: NE¼NW¼ Containing 40.00 acres, more or less Sublette County, Wyoming 12:20 P RECORDED February 2 1999 M IN BOOK 110 P&R PAGE 303 FEES $ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Barb Yokel Deputy 271622	100.00%	100.00%	-0-	None	Of Record

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. P.O. Box 1363 Cheyenne, Wyoming 82003	24.084%
MCNIC OIL & GAS PROPERTIES, INC. 370 – 17th Street, Suite 3050 Denver, Colorado 80202	33.333%
NERD ENTERPRISES, INC. P.O. Box 949 Casper, Wyoming 82602	8.25%
EDWARD M. WARNER c/o EXPEDITION OIL COMPANY, INC. 1401 Seventeenth Street, Suite 1200 Denver, Colorado 80202	1.333%

53755

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ PB

Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ MMS

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.

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

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V. P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNJC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

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.

Nancy P. Lane
Notary Public

SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18th day of Nov., 1998 by William R. Weeks Executive Vice Pres of Four Cullins Consolidated Royalties, Inc. a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Dianne E. Greene
Notary Public

SEAL

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Theresa E. Glenn
Notary Public

SEAL

My commission expires: 6 April 1999

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Harmer of _____, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

James K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:
September 9, 2002

[redacted]

[redacted]

20572

[redacted]

04-010-00078-00

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 93-00114 **Assignment Approval Date** _____

ASSIGNOR, with name and address at, SNYDER OIL CORPORATION
1625 Broadway, Suite 2200
Denver, Colorado 80202

being the owner of 50.00 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 30 North, Range 110 West
Section 36: NE¼, SW¼
Sublette County, Wyoming
Comprising 320.00 acres, more or less

RECORDED February 2 19 99 M
IN BOOK 110 Misc PAGE 309
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Rita Page

12:20 P

271623

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

33.00% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at: FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P.O. Box 1363
Cheyenne, Wyoming 82003

24.084% percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at: MCNIC OIL & GAS PROPERTIES, INC.
370 – 17th Street, Suite 3050
Denver, Colorado 80202

33.333% percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at: NERD ENTERPRISES, INC.
P.O. Box 949
Casper, Wyoming 82602

8.25% percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at: EDWARD M. WARNER
c/o EXPEDITION OIL COMPANY, INC.
1401 – 17th Street, Suite 1200
Denver, Colorado 80202

1.333% percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, -0-.

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 #* 93-00114 *assignment dated* 10/8/98

D:\RSEARP\SNYDER\SNYDER OIL COMPANY.DOC\WORD\93-00114.DOC

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of October 19 98.

ASSIGNOR - SNYDER OIL CORPORATION	Assignee (1) - McMURRY OIL COMPANY
By – Timothy R. Morris	By -
Title - Attorney-in-Fact	Title - John Martin, President
Attest -	Attest -

Assignee (2) - FT. COLLINS CONSOLIDATED ROYALTIES, INC.	Assignee (3) - MCNIC OIL & GAS PROPERTIES, INC.
By -	By -
Title - Executive Vice President	Title - Thomas H. Neel, President
Attest -	Attest -

Assignee (4) - NERD ENTERPRISES, INC.	Assignee (5) - EDWARD M. WARNER
By -	By -
Title - Mick McMurry, President	Title -
Attest -	Attest -

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State Oil and Gas Lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interest 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]

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.

Nancy P. Lane
Notary Public

NANCY P. LANE NOTARY PUBLIC STATE OF COLORADO

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18th day of Nov, 1998 by William R. Weeks, Exec Vice Pres. of Fort Collins Consolidated Royalties, Inc. a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Diane E Greene
Notary Public

SEAL

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas E Bleam
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

My Commission Expires:

September 9, 2002

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1998)

PAID-UP 271625
OIL AND GAS LEASE

RECORDED Feb. 2 99 1:05p M
IN BOOK 110 046 PAGE 313
FEES $ 10.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

THIS AGREEMENT, made and entered into this 1st day of August 19 98 by and between

Delbert W. & Dorothy M. Selby, H & W

520 County Lane

of Council Grove, Kansas 66846, hereinafter called lessor (whether one or more), and

Crown Oil & Gas Co., Inc., P.O.Box 519, Big Piney, WY 83113, hereinafter called lessee:

WITNESSETH:

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

See Exhibit "A" attached and made a part hereof

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, relation or otherwise as the result of a change in the boundaries or contents 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 119.57 acres, whether there actually be more or less.

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

Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years from 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 (Ve) 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 (Ve) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (Ve) 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 Farmers & Drovers Bank, at P.O.Box C, Council Grove, KS (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 [redacted] 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 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 and upon like payments or tenders 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 "next 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, made 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 theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of 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.

313

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

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

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

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

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

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

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

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

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

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

Delbert W. Selby

Dorothy M. Selby

SS# 510-10-2881

SS# 515-12-6957

STATE OF Kansas
COUNTY OF Morris } ss.

INDIVIDUAL

On this 20th day of January, 19 99, before me personally appeared Delbert W. Selby & Dorothy M. Selby

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 free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 20th day of January, 19 99.

My commission expires.
12-28-2002

LELAND G. LOCUST
My Appt. Exp. 12-28-2002

Notary Public for the State of
residing at

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"

Exhibit "A" Attached hereto and made a part hereof that certain Oil & Gas Lease dated August 1st, 1998, by and between Delbert W. & Dorothy M. Selby, H & W, as Lessor, and Crown Oil & Gas Company, Inc., as Lessee:

SUBLETTE COUNTY, WYOMING

TOWNSHIP 28 NORTH, RANGE 112 WEST, 6th P. M.

Section 35: Lot 6 - 37.46, Lot 7 - 19.80, Lot 10 - 9.58, Lot 11 - 39.22, and the bed of the Green River riparian thereto;

TOWNSHIP 27 NORTH, RANGE 112 WEST, 6th P. M.

Section 2: Lot 4 - 13.51, and the bed of the Green River riparian thereto.

Executed this 1st day of August, 1998.

Delbert W. Selby

Dorothy M. Selby

ASSIGNMENT OF OIL AND GAS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, John Wrather, Box 1788, Longview, TX 75606 hereinafter call Assignor, for and in consideration of Ten Dollars ($10)..... and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto:

Sublette Properties
P.O. Box 732
Pinedale, WY 82941

herein called Assignee, all of his right, title and interest in and to the oil and gas lease in Sublette County, Wyoming, hereinafter set forth, to-wit:

LESSOR: Federal.
LEASE NO.: 49-043213 NAME URC 1-20
DESCRIPTION NE/4 NW/4 of, Sec. 20 T.30N R113W, 6th P.M.

it being the intention of Assignor to convey all of their interest in the entire NE/4 NW/4, of said Section 20 to Assignee, together with the rights incident thereto and the personal property thereon, appurtenant there to, or used or obtained in connection therewith.

This assignment is made subject to all the terms and conditions of, including any and all benefits which may derive from the following:

1. That certain Operating Agreement, dated 10/15/84, naming Christmann Energy Corp., as Operator, covering the NE/4 NW/4, of Sec. 20, T30N, R113W,.
As of 1/1/93 Pinedale Investment, Inc. appointed Operator and Operating Agreement 7/1/95.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors, or assigns: That the Assignor is the lawful owner of and has good title to the interests above assigned in and to said lease, estates, rights, and properties, free and clear from all liens, encumbrances or adverse claims: That said lease is valid and subsisting on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

This assignment is executed without warranty of title express or implies.

Separate assignments of the interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed herein.

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.

271656
RECORDED Feb. 3, 1999 11:25 AM
IN BOOK 110 D+G PAGE 316
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

John Wrather

[redacted] [redacted] [redacted]

EXECUTED this 27 day of January, 1999

STATE OF TEXAS
COUNTY OF GREGG

On this 27 day of January, 1999, before me, a Notary Public, personally appeared John Wrather, to me known to the signor of the foregoing instrument, who duly acknowledged to me that he executed the same.

JANIE TATE
MY COMMISSION EXPIRES
November 28, 2002

Janie Tate
Notary Public, State of Texas
Printed Name: Janie Tate
Commission Expires: 11-28-2002

PARTIAL RELEASE OF LIEN

1. For valuable consideration paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned hereby releases and discharges all of the rights, titles, interests and liens held by the undersigned relating to the interests and properties assigned pursuant to the instrument attached hereto as Exhibit A and made a part hereof for all purposes INSOFAR AND ONLY INSOFAR as such rights, titles, interests and liens were created and are existing under the following instrument executed for the benefit of the undersigned:

> Mortgage, Deed of Trust, Assignment of Production. Security Agreement and Financing Statement from Howell Petroleum Corporation to Robert L. Roberts, as Trustee for Bank of Montreal, as Agent, dated as of July 31, 1998 and recorded on August 12, 1998 in Book 108 016, Page 425 of the real property records of Sublette County. Wyoming (the "Mortgage").

2. It is expressly understood and agreed that this is a partial release and shall in no way release, affect or impair the rights, titles, interests and liens held by the undersigned against any other interest and property described in and covered by the Mortgage.

3. Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection herewith.

EXECUTED this 26 day of January, 1999.

BANK OF MONTREAL, AS AGENT

By: Melissa Bauman
Name: Melissa Bauman
Title: Director

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 26 day of January, 1999 by Melissa Bauman, Director of Bank of Montreal, a Canadian chartered bank, on behalf of such bank.

LORRAINE RODEWALD
MY COMMISSION EXPIRES
February 9, 1999

Lorraine Rodewald
Notary Public in and for the
State of Texas

My Commission expires: 2-9-99

271680

RECORDED Feb. 4 1999 9:05A
IN BOOK 110 MG PAGE 318
FEES $20.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boston

F:\JD0188\HOWELL\PARTREL1.WY

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Mortgage Deed of Trust, Assignment of Production Security Agreement and Financing Statement Effective July 31, 1998 by and between Hewlett Petroleum Corporation, as Mortgagor and Robert L. Roberts as Trustee for the benefit of the Bank of Montreal as Agent

SUBLETTE COUNTY, WYOMING
LA BARGE UNIT
0480635 Working Interest 03985076 Net Revenue Interest

EXHIBIT 'A' PAGE: 1

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013100-000 00 LEASE DATE: 06/01 65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317227 GROSS AC: 240.0000
LESSEE: R J ACKERMAN NET AC: 240.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 492
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: W/2NW/4, SW/4
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013101-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317227-A GROSS AC: 240.0000
LESSEE: R J ACKERMAN NET AC: 240.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 492
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 33: NW/4, N/2SW/4
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013102-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317228 GROSS AC: 259.3700
LESSEE: CATHERINE R WHITE NET AC: 259.3700

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 497
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: E/2NW/4
SECTION 33: LOTS 11, 12, 13, 14, 15
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013103-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317229 GROSS AC: 676.3300
LESSEE: ALLEN R TRUE NET AC: 676.3300

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 499
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 1, 2, 9-12, 19 & 20
SECTION 32: LOTS 1-10
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013104-000 01 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-17208 GROSS AC: 180.4200
LESSEE: EDNA M JONES NET AC: 180.4200

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 32: LOTS 16-20
SURFACE TO 8,950' ONLY

LEASE NUMBER: WY0013104-000 02 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-17208 GROSS AC: 180.4200
LESSEE: EDNA M JONES NET AC: 180.4200

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013104-000 02 LEASE DATE: 03/01/66 EXPIRATION DATE: 02/28/76
CONT. MAP REF: LOTS 16-20 SEC 32-28N-114W
SECTION 32: LOTS 16-20
BELOW 8,950' ONLY

LEASE NUMBER: WY0013105-000 00 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-0320213 GROSS AC: 287.8400
LESSEE: GEORGE C REEVES NET AC: 287.8400

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 501
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 1-8, 13-15
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013106-000 00 LEASE DATE: 04/01/66 EXPIRATION DATE: 03/31/76

LSE NAME: USA W-0322610 GROSS AC: 95.2800
LESSEE: EXXON COMPANY, USA NET AC: 95.2800

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 503
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 16, 17 & 18
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013107-000 00 LEASE DATE: 12/01/75 EXPIRATION DATE: 11/30/85

LSE NAME: USA W-52811 GROSS AC: 160.0000
LESSEE: ZAREPHA DOBBINS NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 445
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 22: NW/4
ALL DEPTHS

LEASE NUMBER: WY0013108-000 01 LEASE DATE: 03/02/66 EXPIRATION DATE: 03/01/76

LSE NAME: ST OF WY 66-5165 GROSS AC: 320.0000
LESSEE: ETTA MANDEL NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: N/2
SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013108-000 02 LEASE DATE: 03/02/66 EXPIRATION DATE: 03/01/76

LSE NAME: ST OF WY 66-5165 GROSS AC: 320.0000
LESSEE: ETTA MANDEL NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: S/2
FROM THE SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

EXHIBIT 'A' PAGE:

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013108-000 03 LEASE DATE: 03/02/66 EXPIRATION DATE: 03 31/76

LSE NAME: ST OF WY 66-5165 GROSS AC: 320.0000
LESSEE: ETTA MANDEL NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: S/2
BELOW 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013109-000 01 LEASE DATE: 04/01/68 EXPIRATION DATE: 03 31/78

LSE NAME: USA W-11603 GROSS AC: 160.0000
LESSEE: J E JOUJON-ROCHE NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 21: NE/4
FROM THE SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013109-000 02 LEASE DATE: 04/01/68 EXPIRATION DATE: 03 31/78

LSE NAME: USA W-11603 GROSS AC: 160.0000
LESSEE: J E JOUJON-ROCHE NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 21: SE/4
FROM THE SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013109-000 03 LEASE DATE: 04/01/68 EXPIRATION DATE: 03/31/78

LSE NAME: USA W-11603 GROSS AC: 320.0000
LESSEE: J E JOUJON-ROCHE NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114W
*
SECTION 21: E/2
BELOW 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013110-000 01 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120 GROSS AC: 320.0000
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 15: W/2
SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013110-000 02 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120 GROSS AC: 160.0000
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WYC013113-000 01 LEASE DATE: 12/01/6[illegible] EXPIRATION DATE: 11/30/7[illegible]

LSE NAME: USA W-9578 GROSS AC: 1500.6900
LESSEE: JOHN P ELLBOGEN NET AC: 1500.6900

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 3: LOTS 7-10, 15-18 W/2)
SECTION 4: LOTS 5-14, 19 & 2[illegible]
SECTION 5: LOTS 5, 6, 13, 20 S/2NE/4, NW/4SE/4
SECTION 9: N/2
SECTION 10: NW/4
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WY0013113-000 02 LEASE DATE: 12/01/6[illegible] EXPIRATION DATE: 11/30/77

LSE NAME: USA W-9578 GROSS AC: 160.0000
LESSEE: JOHN P ELLBOGEN NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 4: LOTS 15-18
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WYC013113-000 03 LEASE DATE: 12/01/6[illegible] EXPIRATION DATE: 11/30/77

LSE NAME: USA W-9578 GROSS AC: 1660.6900
LESSEE: JOHN P ELLBOGEN NET AC: 1660.6900

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 3: LOTS 7-10, 15-18
SECTION 4: LOTS 5-20
SECTION 5: LOTS 5,6,13,20, S/2NE/4, NW/4SE/4
SECTION 9: N/2
SECTION 10: NW/4
BELOW A DEPTH OF 8,838'

LEASE NUMBER: WY0013114-000 00 LEASE DATE: 12/01/6[illegible] EXPIRATION DATE: 11/30/75

LSE NAME: USA W-0320843 GROSS AC: 619.0700
LESSEE: C B WOODMAN, JR NET AC: 619.0700

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 519
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 29 NORTH-RANGE 114 WEST
*
SECTION 33: LOTS 1,2,3,4, NE/4, E/2NW/4, SW/4NW/4, N/2S/2
ALL DEPTHS

LEASE NUMBER: WY0013115-000 00 LEASE DATE: 11/01/6[illegible] EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2121 GROSS AC: 40.0000
LESSEE: ** NOT ON FILE ** NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 484
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: SW/4NE/4
ALL DEPTHS

EXHIBIT 'A' PAGE:

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013110-000 02 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76
CONT. MAP REF: SW/4-22-28N-114W
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 22: SW/4
FROM THE SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013110-000 03 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120 GROSS AC: 480.0000
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA NET AC: 480.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 15: W/2
SECTION 22: SW/4
BELOW 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013111-000 01 LEASE DATE: 02/01/73 EXPIRATION DATE: 01/31/83

LSE NAME: USA W-38076 GROSS AC: 320.0000
LESSEE: JOHN A KOCHERGEN NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 509
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 9: N/2SW/4, E/2SE/4
SECTION 10: SW/4
SURFACE TO 7,740'

LEASE NUMBER: WY0013111-000 02 LEASE DATE: 02/01/73 EXPIRATION DATE: 01/31/83

LSE NAME: USA W-38076 GROSS AC: 80.0000
LESSEE: JOHN A KOCHERGEN NET AC: 80.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 509
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 9: W/2 SE/4
FROM THE SURFACE TO A DEPTH OF 7,740'

LEASE NUMBER: WY0013112-000 01 LEASE DATE: 12/01/70 EXPIRATION DATE: 11/30/80

LSE NAME: USA W-26615 GROSS AC: 40.0000
LESSEE: M R DIGGS, JR NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 467
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 5: SW/4SE/4
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WY0013112-000 02 LEASE DATE: 12/01/70 EXPIRATION DATE: 11/30/80

LSE NAME: USA W-26615 GROSS AC: 40.0000
LESSEE: M R DIGGS, JR. NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 467
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114W
*
SECTION 5: SW/4SE/4
BELOW A DEPTH OF 8,838'

EXHIBIT 'A' PAGE:

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013116-000 00 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-20038 GROSS AC: 160.0000
LESSEE: ** NOT ON FILE ** NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: E/2NE/4, NW/4NE/4, NW/4SE/4
ALL DEPTHS

LEASE NUMBER: WY0013117-000 00 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-20039 GROSS AC: 40.0000
LESSEE: ** NOT ON FILE ** NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 33: SW/4NE/4
ALL DEPTHS

326

LEASE NO.: 94-00293

PARCEL NO.: 374

FUND: Common School

Form Approved by the Board

and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE

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

Cenex, Inc.

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

640.00 All — Section 16, Twp. 33 N., Rg. 109 W., 6th P.M.

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

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of June, 1994 A.D.

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

By: _____
Director,
State Land and Farm Loan Office

CENEX, Inc.

LESSEE: _____
J. R. Keating, Vice President

Address: P.O. Box 80770

City: Billings State: MT Zip: 59108

Telephone No. (406) 655-6200

CERTIFICATE
I do hereby certify this is a True and Correct Copy of the Original Document on file in the Wyoming State Land Office.

11/13/98
Date

_____
Director, State Land and Farm Loan Office

271742

RECORDED Feb. 9 1999 9:00 A M
IN BOOK 110 OF G PAGE 326
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

[redacted] OIL AND GA[redacted]SE TERMS [redacted]

Section 1. THE LESSEE AGREES:

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

(b)PAYMENTS. To make all payments accruing hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

01 :01 AM 10 JUN 96

327

328

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 94-00293 Assignment Approval Date - NOV 1 1996

ASSIGNOR, with name and address at,

Big West Oil & Gas Inc.
333 West Center Street
North Salt Lake, Utah 84054

being the owner of 100.00 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 33 North, Range 109 West, 6th P.M.
Section 16: All

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

Energy Investments, Inc.
168 Parkview Avenue
Golden, Colorado 80401

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

271743

9:00 a
RECORDED Feb. 9 1999 M
IN BOOK 110 Oth PAGE 328
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 2.33% overriding royalty

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 1 *of Lease #* 94-00293 *assignment dated* September 26, 1996

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 26th day of September 19 96.

ASSIGNOR - Big West Oil & Gas Inc.	Assignee (1) - Energy Investments, Inc.
By - Marvin D. Brittenham	By - Stephen P. Chamberlain
Title - V.P. - Exploration	Title - President
Attest - Chris J. Malan, Asst. Secretary	Attest -

REASSIGNMENT RIDER

Assignees accept this Assignment with the express understanding that its provisions will apply to any renewal, exchange, extension or alteration of the basic Lease, in whole or in part. If the Assignees, their successors or assigns, should at any time desire to release, relinquish, surrender, or let expire said Oil and Gas Lease as to all or any portion of the above described lands, Assignees shall notify Assignor in writing at least [redacted] days in advance of the proposed release, relinquishment, surrender, or expiration date. Assignor shall have the right within [redacted] days after receipt of any such notice to elect to take reassignment of said Oil and Gas Leases, or any portion thereof. In the event Assignor so elects, he shall notify Assignees in writing within said [redacted] day period, and Assignees shall reassign to Assignor the interest which Assignees have elected to release, relinquish, surrender, or let expire. However, Assignees shall not be liable to Assignor in damages for any reason in this regard in an amount greater than the bonus paid for this Assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the day hereof.

Attest -	Attest -

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

WYO. STATE LAND & FARM LOAN OFFICE
'96 NOV 1 AM 10 18

330

AFFIDAVIT

State of Wyoming)
)ss
County of Laramie)

Ann Trujillo, being first duly sworn, deposes and says:

That I am of lawful age and reside in Laramie County, State of Wyoming.

That I am the Agent for Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.

That the attached State of Wyoming assignment dated September 26, 1996, from Big West Oil & Gas Inc to Energy Investments, Inc. and conveying an interest in State of Wyoming 94-00293, is a true copy of the assignment filed with the Office of State Lands and Investments.

Further affiant sayeth not.

Ann Trujillo

STATE OF Wyoming)
)SS
COUNTY OF Laramie)

This instrument was acknowledged before me, a notary public in and for said County and State, 14th day of January 1998, personally appeared Ann Trujillo, and acknowledged to me that she executed the within and foregoing instrument as her free and voluntary act.

Katherine E. Godbout
Notary Public

My Commission Expires:

Jan. 24 1999

KATHERINE E. GODBOUT
NOTARY PUBLIC
STATE OF WYOMING
COMM. EXP. JAN. 24, 1999

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-62791

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)* Kaiser-Francis Oil Company
   Street P.O. Box 21468
   City, State, ZIP Code Tulsa OK 74121-1468

*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 111 West Sec. 31: Lots 1, 2, E/2NW/4 Sublette County, Wyoming Limited to zones from the surface to the stratigraphic equivalent of 10,944 feet as drilled in the Presidio Exploration, Inc. Federal #10-31 This assignment is subject to that certain Farmout Agreement dated March 6, 1989, as amended June 5, 1989 by and between Kaiser-Francis Oil Company ("KFOC") and Presidio Exploration, Inc. By execution hereof, KFOC agrees that the three and one-half percent (3.5%) proportionately reduced overriding royalty interest reserved by KFOC in that Transfer of Operating Rights approved effective May 1, 1990 and recorded May 30, 1990 in Book [illegible] is relinquished as to the lands herein assigned, and is merged with the working interest.	73.625038%	5.184056%	68.440982%	-0-	As of Recor

271882

RECORDED February 17 1998 10:35 A M
IN BOOK 110 A-B PAGE 231
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barbara Pape

BUREAU OF LAND MANAGEMENT
RECEIVED
98 SEP 17 AM 9:00

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 1998

By /s/ PAMELA J. LEWIS (Authorized Officer)
Chief, Leasable Minerals Section DEC 14 1998 (Title) (Date)

FOR ASSIGNEE Energetics Deal

331

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.

ACKNOWLEDGEMENT

332

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 18th day of July, 1997 by RICHARD B. PORTER, as Attorney-in-Fact for TBI Exploration, Inc., a Colorado Corporation.

WITNESS my hand and official seal.

My Commission Expires:

MY COMMISSION EXPIRES:
May 3, 2001

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
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, including this one, 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 18th day of July, 1997
but effective as of February 1, 1997

Name of Transferor: TBI EXPLORATION, INC.
Please type or print

Transferor or Attorney-in-fact: (Signature)

Richard B. Porter
(Transferor's Address)
P.O. Box 6525
Englewood CO 80155-6525
(City) (State) (Zip Code)

Executed this 7th day of August, 1997

Kaiser-Francis Oil Company

Transferee or Witness: Eric C. Lowe, Attorney-In-Fact (Signature)
Craig Dolinsky, Landman (Signature)

BURDEN HOURS STATEMENT

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

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

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

[redacted] [redacted] [redacted]

STATE OF Oklahoma)

COUNTY OF Tulsa)

CORPORATION ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of August, 1997, personally appeared Eric C. Pace 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 for the uses therein set forth.

Given under my hand and seal the day and year last above written.

MY COMMISSION EXPIRES:

10-22-99

Notary Public

BUREAU OF LAND MANAGEMENT
98 SEP 17 AM 9:00
RECEIVED
TULSA, OKLAHOMA

333

334

0050384-000
Bird Canyon

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
USA W-62791

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)* Kaiser-Francis Oil Company
   Street P. O. Box 21468
   City, State, ZIP Code Tulsa, OK 74121-1468

*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 28 North, Range 111 West Section 31: Lots 1, 2, E/2NW/4 Sublette County, Wyoming Limited to zones from the surface of the stratigraphic equivalent of 10,944' as drilled in the Presidio Exploration, Inc. Federal #10-31. This assignment is subject to that certain Farmout Agreement dated March 6, 1989, as amended June 5, 1989 by and between Kaiser-Francis Oil Company ("KFOC") and Presidio Exploration, Inc. By execution hereof KFOC agrees that the three and one-half percent (3.5%) proportionately reduced overriding royalty interest reserved by KFOC in that Transfer of Operating Rights approved effective May 1, 1990 and recorded May 30, 1990, in Book 86, Page 342 is relinquished as to the lands herein assigned, and is merged with the working interest.	24.916983%	3.456037%	21.460946%	-0-	As of Record

271883
RECORDED February 17 1999 10:35 A M
IN BOOK 110 Ofr PAGE 324
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Page

RECEIVED
CHEYENNE, WYOMING
98 SEP 17 AM 9:00
BUREAU OF LAND MANAGEMENT

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 OCT 01 1998

By /s/ PAMELA J. LEWIS (Authorized Officer) (Title) DEC 14 1998 (Date)

FOR ASSIGNEE Energetics Bed

Part A (Continued): A[redacted] SPACE for Names and addresses of additional [redacted]s in Item No. 1, if needed, or for Land Descriptio[redacted]lo. 2, If needed.

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Leffingwell, known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-In-Fact for Enron Oil & Gas Company and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of September 1997.

My Commission Expires:

2-9-2000

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

Carrie Stevens
Notary Public within and for the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 23rd day of September ,19 97	Executed this 26th day of August ,19 98
but effective as of February 1, 1997	
Name of Transferor Enron Oil & Gas Company	KaiserFrancis Oil Company
Please type or print	
Transferor or Attorney-in-fact (Signature)	Transferee or Attorney-in-fact Eric O. Lowe, Attorney-In-Fact (Signature)
R. H. Leffingwell, Agent & Attorney-In-Fact	Craig Dolinsky, Landman (Signature)
P. O. Box 4362 (Transferor's Address)	
Houston Texas 77210-4362	
(City) (State) (Zip Code)	

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

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

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

STATE OF OKLAHOMA)
) CORPORATION ACKNOWLEDGMENT
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of August, 1998, personally appeared Eric C. Lowe 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 for the uses therein set forth.

Given under my hand and seal the day and year as above written.

MY COMMISSION EXPIRES:
Dec 28, 1999

Linda L. Tucker
Notary Public
LINDA L. TUCKER

BUREAU OF LAND MANAGEMENT
98 SEP 17 AM 9:00
RECEIVED
WYOMING

[redacted] [redacted] [redacted]

FIRST SUPPLEMENTAL
MORTGAGE, DEED OF TRUST,
ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM SAMSON INVESTMENT COMPANY
(Taxpayer I.D. No. 73-1281091)
SAMSON RESOURCES COMPANY,
(Taxpayer I.D. No. 73-0928007)
DYCO PETROLEUM CORPORATION,
(Taxpayer I.D. No. 41-0971339)
SAMSON PROPERTIES INCORPORATED,
(Taxpayer I.D. No. 73-0944157)
SAMSON HYDROCARBONS COMPANY,
(Taxpayer I.D. No. 73-0963306)
SAMSON CANADA, LTD.,
(Taxpayer I.D. No. N/A)
SAMSON-INTERNATIONAL, LTD.
(Taxpayer I.D. No. 73-14043039)
SAMSON 83 CORPORATION, formerly known as
DYCO 83 CORPORATION
(Taxpayer I.D. No. 73-1439597)
SAMSON 84 CORPORATION, formerly known as
DYCO 84 CORPORATION
(Taxpayer I.D. No. 73-1439594)
SAMSON RESERVOIR PRODUCTION COMPANY, formerly known as
SYNERGY ENERGY COMPANY
(Taxpayer I.D. No. 73-1459729)
SNYDER EXPLORATION COMPANY
(Taxpayer I.D. No. 74-2177337)
EASON DRILLING & SERVICES COMPANY
(Taxpayer I.D. No. 73-0223720)
SAMSON LONE STAR LIMITED PARTNERSHIP
(Taxpayer I.D. No. 73-1498972)

TO

Mike Earl, Trustee

AND

30184347

271886

11:00a

RECORDED Feb. 17 1999 M
IN BOOK 110 O+G PAGE 337
FEES $ 53.50 In COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Robert O. Laird, Trustee

AND

NATIONSBANK, N.A., successor to BANK IV OKLAHOMA, N.A.,
as Collateral Agent
(Taxpayer I.D. No. 57-0236115)

Dated as of January 6, 1999

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE SUPPLEMENTAL MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT B HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS [OF THE COUNTY RECORDERS OF _____, UTAH]."

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

"THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT B HERETO."

"SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE SUPPLEMENTAL MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBIT B HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."

[redacted] [redacted] [redacted]

"THE SECURED PARTIES ARE NOT A SELLER OR PURCHASE MONEY LENDER OF THE COLLATERAL."

"THE PARTIES AGREE THAT THIS CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-8-26."

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR
FILED RETURN TO:

Tristan E. Propst, Esq.
Mayer, Brown & Platt
700 Louisiana
Suite 3600
Houston, Texas 77002

FIRST SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of January 6, 1999 (herein called this "First Supplement"), is from Samson Investment Company, a Nevada corporation (the "Company"), Samson Resources Company, an Oklahoma corporation ("Resources"), Dyco Petroleum Corporation, a Minnesota corporation ("Dyco"), Samson Hydrocarbons Company [(formerly SNG Production Company, which was formerly Grace Petroleum Corporation)] ("Production"), Samson Canada Ltd., an Alberta corporation ("Canada"), Samson Properties Incorporated, an Oklahoma corporation ("Properties"), and Samson-International, Ltd., an Oklahoma corporation ("International"), Samson 83 Corporation (formerly known as Dyco 83 Corporation), an Oklahoma corporation ("Samson 83"), Samson 84 Corporation (formerly known as Dyco 84 Corporation), an Oklahoma corporation ("Samson 84"), Samson Reservoir Production Company (formerly known as Synergy Energy Company), an Oklahoma corporation ("Reservoir"), Snyder Exploration Company, a Texas corporation ("Snyder"), Eason Drilling & Services Company, (formerly Eason Drilling Company, which was formerly Eason Oil Company) ("Eason"), and Samson Lone Star Limited Partnership, a Texas limited partnership ("Lone Star") (herein, together with their respective successors and assigns, collectively called the "Mortgagors"), to Mike Earl and Robert O. Laird, of Tulsa, Oklahoma, as trustees (herein, together with their successors and assigns in such capacity, collectively called the "Trustees"), and NationsBank, N.A., a national banking association, successor to Bank IV Oklahoma, N.A., (herein, together with its successors and assigns, called "NationsBank"), as collateral agent for the banks and other financial institutions which are, or may hereafter become, parties to the Amended and Restated Credit Agreement (as hereinafter defined) or The Prudential Insurance Company of America ("Prudential") (herein, in such capacity, together with any successor(s) thereto in such capacity, called the "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Amended and Restated Credit Agreement (as hereinafter defined).

WITNESSETH:

1. The Mortgagors have heretofore executed and delivered to NationsBank, N.A., successor to Bank IV Oklahoma, N.A., for itself and as collateral agent for the banks and other financial institutions which were, or thereafter became, parties to the Original Agreement (as hereinafter defined) and Prudential to J. Ed Fariss and Robert O. Laird, as trustees for the Collateral Agent, that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 27, 1995 (herein called the "Mortgage"), to secure payment of indebtedness owed or to be owing to the Original Banks (as herein defined) pursuant to the terms of a certain Credit Agreement, dated as of February 27, 1995 (herein called the "Original Agreement"), among Mortgagors, the Collateral Agent, certain other banks and other financial institutions, which were, or thereafter became, parties thereto (such banks and financial institutions,

together with their successors and assigns, herein collectively called the "Original Banks" and individually called an "Original Bank"), Bank of Montreal, as agent and issuing bank for those certain other banks and other financial institutions, including, without limitation, indebtedness evidenced by those certain promissory notes of the Company, dated February 27, 1995, in the original aggregate principal amount of $180,000,000, each such note payable to the order of an Original Bank bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth (herein called the "Prior Notes");

2. The Mortgage has been filed and recorded as set forth in Schedule I hereto;

3. Certain of the Mortgagors (other than the Company) have executed the Original Agreement to, among other things, evidence their guaranty of the obligations of the Company under the Original Agreement as provided in the Original Agreement (each such guaranty, as the same may be amended, modified or supplemented from time to time, herein individually called an "Original Bank Guaranty" and collectively called the "Original Bank Guaranties").

4. The Original Agreement has been amended by that certain First Amendment to Credit Agreement dated as of April 3, 1995, and by that certain Second Amendment to Credit Agreement dated November 29, 1995, and by that certain letter agreement dated May 24, 1996, and by that certain Fourth Amendment to Credit Agreement dated as of August 21, 1997, and by that certain Fifth Amendment to Credit Agreement dated October 30, 1998 (the Original Agreement as so amended called herein the "Amended Original Agreement")

5. Pursuant to the terms of a certain Amended and Restated Credit Agreement, dated as of January 6, 1999 (herein called the "Amended and Restated Credit Agreement"; the Amended Original Agreement, as amended and restated by the Amended and Restated Credit Agreement, being herein called the "Credit Agreement"), between the Mortgagors, the Collateral Agent, certain financial institutions which are, or hereafter may become, parties thereto (collectively the "New Banks" and individually, a "New Bank"), the Bank of Montreal as administrative agent, as issuing bank, and as arranger for the New Banks, ABN AMRO Bank N.V., as syndication agent for the New Banks, and Chase Bank of Texas, N.A., as documentation agent for the New Banks, the Company has executed and delivered to the New Banks new promissory notes, dated January 6, 1999, in the original aggregate principal amount of $200,000,000, each such note payable to the order of a New Bank bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth (herein, together with any extensions or renewals thereof or replacements or substitutions therefor, called the "New Notes"), said New Notes evidencing to the extent of $180,000,000, a renewal of the aggregate principal amount of the Prior Notes;

6. The Company plans to enter into a Master Shelf Agreement with Prudential dated as of January 6, 1999, (as the same may be amended, modified or supplemented from time to time, the "Shelf Agreement") pursuant to which the Company will issue to Prudential or other Prudential Affiliates (as defined below) up to $100,000,000 of senior notes (the "Shelf Notes") outstanding

from time to time under the Shelf Agreement.

7. The Mortgagors (other than the Company), pursuant to the Shelf Agreement, have executed and delivered to Prudential, for itself, the Prudential Affiliates (as defined below) and the other holders of the Shelf Notes from time to time, guaranties evidencing their guaranty of the obligations of the Company to repay the Shelf Notes (together with the Bank Guaranties, such guaranties, as the same may be amended, modified or supplemented from time to time, herein collectively called the "Guaranties" and individually called a "Guaranty").

8. Pursuant to the Intercreditor Agreement dated January 6, 1999 (as amended, modified or supplemented from time to time, the "Intercreditor Agreement"), the New Banks and Prudential, on behalf of itself and its subsidiaries that purchase Shelf Notes ("Prudential Affiliates") have appointed the Collateral Agent as their collateral agent hereunder for the purposes of administering the Mortgage and holding and disposing of the Collateral in accordance with the terms hereof.

9. The Company and the New Banks or Affiliates of the New Banks or Prudential may enter into one or more (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, or any other agreements or arrangements designed to protect a Person against fluctuations in interest rates, or (ii) any commodity hedge, commodity swap, exchange, forward, futures, collar or cap agreements, fixed price agreements or any other agreements or arrangements designed to protect such Person against fluctuations in commodity prices, or (iii) any foreign exchange contract, currency swap agreement, currency option or any other agreement or arrangement designed to protect such Person against fluctuations in currency exchange rates (the New Banks, Affiliates of the New Banks and Prudential in their capacity as a counterparty of the Company in any of the transactions described in this paragraph collectively the "Hedge Parties" and individually a "Hedge Party").

10. It is in the best interests of each of the Mortgagors to cause to be executed on its behalf this instrument inasmuch as each such Mortgagor will derive substantial direct and indirect benefits from the credit being extended under the Credit Agreement and the Shelf Agreement.

11. The Mortgagors intend to amend the Mortgage so as, among other things, (i) to include in the Indebtedness (as defined in the Mortgage and used herein with the meaning assigned to such term therein) the New Notes and all other obligations and liabilities of the Mortgagors under the Credit Agreement, the Shelf Notes and the other obligations of the Company under the Shelf Agreement and the other obligations of the Guarantors under the Guaranties and (ii) to supplement the Mortgage by the inclusion in the Mortgaged Property (as defined in the Mortgage and used herein with the meaning assigned to such term therein) of certain additional oil and gas properties and interests;

12. The Collateral Agent is agreeable to acting as the collateral agent for the New Banks, Prudential and the other holders of the Shelf Notes from time to time (the New Banks, Prudential, and the holders of the Shelf Notes from time to time together with their successors and assigns, and

with the collateral agent, the administrative agent, the issuing bank and the Hedge Parties, herein collectively called the "Lenders" and individually called a "Lender"); and

13. The Collateral Agent joins herein for the purpose of substituting (i) Mike Earl of Tulsa, Oklahoma, as a Trustee under the Mortgage in lieu of J. Ed Fariss.

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

I. REMOVAL AND APPOINTMENT OF TRUSTEES. The Collateral Agent hereby removes J. Ed Fariss as one of the Trustees under the Mortgage, discharges him from any and all liability thereunder, appoints Mike Earl in his place, and vests in Mike Earl all of the right, estate and title of in and to all of the Mortgaged Property. Henceforth, Mike Earl shall succeed to all the rights, powers, privileges, immunities and duties previously conferred upon J. Ed Fariss as one of the Trustees under the Mortgage.

II. REAFFIRMANCE OF THE MORTGAGE AND MORTGAGE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS. To secure the Indebtedness (as defined in the Mortgage and used herein with the meaning assigned to such term therein), each of the Mortgagors has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the use and benefit of the Lenders, all of such Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property (including, without limitation, that portion of the Mortgaged Property which is shown on Exhibit AA attached to certain counterparts of this First Supplement), and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), each such Mortgagor hereby grants to the Collateral Agent, for the use and benefit of the Lenders, a security interest therein; namely:

(a) the lands described in Exhibit B, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit B,

(b) the presently existing and (subject to the terms of Section 2.7 of the Mortgage) hereafter arising unitization, unit operating, communitization and pooling agreements and the properties covered and the units created thereby (including, without limitation, all units formed under orders, regulations, rules, approvals, decisions or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit B or which relate to any of the properties and interests specifically described in Exhibit B,

(c) the Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein) which are in, under, upon, produced or to be produced from the lands described in Exhibit B,

(d) the Production Sale Contracts (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit B),

(e) the Operating Equipment (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit B),

together with (f) any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the same, or any instrument relating thereto, and, subject to the provisions of Section 6.19 of the Mortgage, (g) all accounts, contracts, contract rights, options, nominee agreements, operating agreements, processing agreements, farmin agreements, farmout agreements, joint venture agreements, exploration agreements, bottomhole agreements, dryhole agreements, support agreements, acreage contribution agreements, insurance policies, title opinions, title abstracts, title materials and information, files, records, writings, data bases, information, systems, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations), computer hardware and software and all documentation therefor or relating thereto (including, without limitation, all licenses relating to or covering such computer hardware, software and/or documentation), trade secrets, trademarks, service marks and business names and the goodwill of the business relating thereto, copyrights, copyright registrations, unpatented inventions, patent applications and patents, rights-of-way, franchises, easements, servitudes, surface leases, permits, licenses, tenements, hereditaments, appurtenances, general intangibles, rents, issues, profits, products and proceeds, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection with, any of the aforesaid in this granting clause mentioned, and (h) all other things of value and incident thereto (including, without limitation, any and all liens, lien rights, security interests and other rights and interests) which such Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests covered hereby (and which are hereby added to the Mortgaged Property) are hereinafter collectively called the "Supplemental Mortgaged Property", and the term Mortgaged Property, when used in the Mortgage, shall be deemed to include reference to the Supplemental Mortgaged Property. Exhibit B hereto shall be made a part of Exhibit A to the Mortgage, and each reference to Exhibit A in the Mortgage shall be deemed to include reference to Exhibit B hereto.

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit B (including all presently existing royalties, overriding royalties,

payments out of production and other burdens which are referred to in Exhibit B and which are taken into consideration in computing any percentage, decimal or fractional interest as set forth in Exhibit B), (ii) the assignment of production contained herein, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 of the Mortgage, and (iii) the condition that neither the Trustees nor the Lenders shall be liable in any respect for the performance of any covenant or obligation of the Mortgagors in respect of the Supplemental Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and the Supplemental Mortgaged Property, together with the rights, privileges, and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Trustees forever to secure the payment of the Indebtedness and the performance of the obligations of the Mortgagors herein and in the Mortgage contained.

As further security for the payment of the Indebtedness, the Mortgagors hereby transfer, assign, warrant and convey to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders, effective as of February 1, 1999, at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Collateral Agent by virtue of the provisions hereof, are authorized and directed to treat and regard the Collateral Agent as the assignee and transferee of the Mortgagors and entitled in the Mortgagors' place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Collateral Agent and shall be under no obligation to see to the application by the Collateral Agent of any such proceeds or payments received by it.

III. INCLUSION IN THE INDEBTEDNESS OF THE NEW NOTES, SHELF NOTES AND OTHER OBLIGATIONS. The New Notes and all obligations and liabilities of the Mortgagors under the Amended and Restated Credit Agreement, the Shelf Notes and all obligations and liabilities of the Mortgagors under the Shelf Agreement, and the Guaranties and all of the obligations of under the Guaranties are hereby made a part of the Indebtedness, and the term Indebtedness shall, when used herein or in the Mortgage, be deemed to include the New Notes and all obligations and liabilities of the Mortgagors under the Amended and Restated Credit Agreement, the Shelf Notes and all of the obligations and liabilities of the Mortgagors under the Shelf Agreement, and the Guaranties and all of the obligations of the Mortgagors under the Guaranties. Each reference in the Mortgage to a Note or the Notes shall be deemed to include reference to the New Notes and the Shelf Notes.

IV. INCLUSION IN THE INDEBTEDNESS OF HEDGE OBLIGATIONS OF AFFILIATES. All Hedging Obligations of the Mortgagors to any Affiliate of the Lenders are hereby made a part of the Indebtedness, and the term Indebtedness shall, when used herein or in the Mortgage, be deemed to include all Hedging Obligations of the Mortgagors to Affiliates of the Lenders.

V. WARRANTIES, COVENANTS AND AGREEMENTS. The representations, warranties, covenants and agreements contained in the Mortgage are hereby remade by each of the Mortgagors and (together with the remedies contained in the Mortgage) are in full force and effect as of the date hereof, and shall apply to the Supplemental Mortgaged Property to the same extent and with the same force and effect as if the Supplemental Mortgaged Property had been specifically described and referred to in the Mortgage.

VI. MISCELLANEOUS PROVISIONS.

A. This First Supplement shall be considered as an amendment and supplement to the Mortgage and, except as herein expressly amended and supplemented, the Mortgage is hereby ratified, approved and confirmed in every respect. All references to the Mortgage in any other document shall hereafter be deemed to refer to the Mortgage as amended and supplemented hereby.

B. This First Supplement may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that (i) in certain counterparts, portions of Exhibit B hereto, containing specific descriptions of property situated in jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded, may have been omitted, (ii) in certain counterparts, an Exhibit AA may have been added describing properties previously mortgaged under the Mortgage and situated in Oklahoma, Utah, Wyoming or in certain other states, and (iii) in the case of certain counterparts to be recorded and filed in jurisdictions where the Mortgage has not been recorded and filed, in order to place on record the Mortgage, there are attached to such counterparts conformed copies of the Mortgage, the contents of which by this reference are hereby adopted, assumed, ratified, approved and confirmed in each and every respect by the Mortgagor.

C. The Mortgagors hereby represent and warrant to the Trustees and the Lenders that (a) the oil and gas leases described in Exhibit B hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) all producing wells located on the lands described in Exhibit B have been drilled, operated and produced in conformity with all applicable laws, rules and regulations of all authorities having jurisdiction, and are subject to no penalties on account of past production (other than gas balancing obligations incurred by the Mortgagors in the ordinary course of each Mortgagor's business relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagors revenue interests in the Mortgaged Property), and such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit B, (c) the Mortgagors, to the extent of the interest specified in Exhibit B, have valid and indefeasible title to each property right or interest constituting the Mortgaged Property and have a good and legal right to grant and convey the same to the Trustees, it being understood that the Mortgagors' interest in each oil and gas lease shall exceed the Mortgagors' net interest in production from such lease to the extent of the Mortgagors' proportionate share of the burden of all royalties, overriding

royalties and other such payments out of production, (d) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit B or as permitted by the provisions of Section 2.5(e) of the Mortgage, (e) the Mortgagors are not obligated, by virtue of any prepayment under any contract providing for the sale by any Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangement (other than gas balancing obligations incurred by the Mortgagors in the ordinary course of each Mortgagor's business relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagors revenue interests in the Mortgaged Property), to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor, and (f) the Reserve Report most recently delivered as required by Section 2.15(a) of the Credit Agreement accurately reflects all gas balancing obligations of Mortgagors as of the date of the Reserve Report and the Mortgagors covenant that the Mortgagors will not incur any increase in net gas balancing obligations not reflected in the most recent Reserve Report exceeding 5 bcf in the aggregate for all Mortgagors. The Mortgagors will warrant and forever defend the Mortgaged Property unto the Trustees against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagors will maintain and preserve the lien and security interest hereby created so long as any of the Indebtedness remains unpaid.

D. Each of the Mortgagors is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of its state of organization.

E. The execution and delivery of this First Supplement and the performance by the Mortgagors of their obligations hereunder and under the Mortgage, are within the Mortgagors' corporate or other powers, have been duly authorized by all necessary corporate or other action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter, by-laws or other organizational documents of the Mortgagors or of any agreement binding upon the Mortgagors.

F. This First Supplement is the legal, valid and binding obligations of the Mortgagors, enforceable in accordance with their respective terms.

G. The indebtedness evidenced by the Prior Notes is a continuing indebtedness and nothing contained herein or in any other document shall be construed to deem paid the Prior Notes, or as a novation of the Prior Notes or the Mortgage, or to release or terminate any lien or security interest which secures payment of the Prior Notes, and all liens and security interests which secure payment of the Prior Notes (including, without limitation, those created by the Mortgage) shall continue in full force and effect, unimpaired from the date(s) of their creation and perfection.

H. With respect to that portion, if any, of the Mortgaged Property (including, without limitation, the Supplemental Mortgaged Property) situated in the State of Oklahoma, the Bank shall have the right and power at its option, once the Indebtedness secured hereby

has been declared due and payable, to sell, or direct the Trustees to sell, the "real estate," as such term is defined under the provisions of 46 O.S. Supp. 1986, §42, constituting a part of the Mortgaged Property (including, without limitation, the Supplemental Mortgaged Property), all under the terms of 46 O.S. Supp. 1986, §40 et seq., and shall, to the extent permitted by law, have the other rights conferred on the Trustees under the provisions of this First Supplement and of the Mortgage.

I. Section headings in this First Supplement are inserted for convenience of reference and shall not be considered a part of this First Supplement or used in its interpretation.

J. At the option of the Collateral Agent, this First Supplement, or a carbon, photographic or other reproduction of this First Supplement or of any Uniform Commercial Code financing statement covering the Supplemental Mortgaged Property or any portion thereof shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

K. THE PARTIES AGREE THAT THIS FIRST SUPPLEMENT CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO NORTH DAKOTA CENTURY CODE CHAPTER 35-03.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this First Supplement on the day, month and year first above written.

MORTGAGORS AND DEBTORS

SAMSON INVESTMENT COMPANY,
a Nevada corporation

By: _____
Name: C. Philip Tholen
Title: Executive Vice President, Chief Financial Officer & Treasurer

ATTEST:

_____
Assistant Secretary
Printed Name: Annabel M. Jones

SAMSON RESOURCES COMPANY,
an Oklahoma corporation
DYCO PETROLEUM CORPORATION,
a Minnesota corporation
SAMSON HYDROCARBONS COMPANY,
a Delaware corporation
SAMSON PROPERTIES INCORPORATED,
an Oklahoma corporation
EASON DRILLING & SERVICES
COMPANY, a Delaware corporation
SAMSON 83 CORPORATION,
an Oklahoma corporation
SAMSON 84 CORPORATION,
an Oklahoma corporation
SAMSON CANADA, LTD.
an Alberta corporation
SAMSON-INTERNATIONAL, LTD.,
an Oklahoma corporation
SAMSON RESERVOIR PRODUCTION
COMPANY, an Oklahoma corporation
SNYDER EXPLORATION COMPANY
a Texas corporation

By: _____
Name: C. Philip Tholen
Title: Attorney-in-Fact

SAMSON LONE STAR LIMITED
PARTNERSHIP, a Texas limited partnership

By: Samson Resources Company
General Partner

By: _____
Name: C. Philip Tholen
Title: Attorney-in-Fact

The mailing address for each of the Mortgagors is:

c/o Samson Investment Company
Two West Second Street
Samson Plaza, 20th Floor
Tulsa, Oklahoma 74103
Attention: C. Philip Tholen

[redacted] [redacted] [redacted]

SECURED PARTIES

Mike Earl, Trustee

Robert O. Laird, Trustee

NATIONSBANK, N.A., successor to Bank IV Oklahoma, N.A., as Collateral Agent

By_____
Title: Senior Vice President
Name: Glenn Elrod

NATIONSBANK CORPORATE SEAL

ATTEST:

Steve Howe
Senior Vice President

The names and mailing addresses of the Secured Parties are:

NATIONSBANK, N.A.,
Mike Earl, Trustee and
Robert O. Laird, Trustee
515 South Boulder Avenue
Tulsa, Oklahoma 74103

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Linda Paschall, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 22 day of Jan, 1999, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or association set opposite his name, and each such Trustee, corporation and association being a party to the foregoing instrument:

C. Philip Tholen, the Executive Vice President, and Annabel M. Jones, the Assistant Secretary, of Samson Investment Company, a Nevada corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Resources Company, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Dyco Petroleum, a Minnesota corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Hydrocarbons Company, formerly known as SNG Production Company, a Delaware corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Properties Incorporated, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Eason Drilling & Services Company, a Delaware corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson 83 Corporation, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson 84 Corporation, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Canada, Ltd., an Alberta corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson-International, Ltd., an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

[redacted]ilip Tholen, Attorney-in-Fact of Sams[redacted]ervoir Production Company, an Oklal[redacted] corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Snyder Exploration Company, a Texas corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Resources Company, as General Partner of Samson Lone Star Limited Partnership, a Texas limited partnership, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

Glenn Elrod and Steve Howe, of Bank IV Oklahoma, N.A., an Oklahoma banking association, whose address is 515 South Boulder, Tulsa, Oklahoma 74103; and

Mike Earl and Robert O. Laird, whose addresses are Bank IV Oklahoma, N.A., 515 South Boulder, Tulsa, Oklahoma 74103, as Trustees.

30184347

ALABAMA and MISSISSIPPI	Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers with full authority, executed the same voluntarily for and as the act of said corporation.
ARKANSAS	Before me on this day appeared in person the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.
COLORADO	The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.
IDAHO	On this day before me personally appeared the aforementioned persons known or identified to me to be the officers of the corporation that executed the above instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.
ILLINOIS	The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.
INDIANA	Before me this day personally appeared the aforementioned persons who acknowledged the execution of the foregoing instrument.
KANSAS	This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name on behalf of said corporation.
KENTUCKY and MICHIGAN	The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

MO[redacted]	Before me personally appeared each such person, each of whom is known to me to be the [redacted] officer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.
NEBRASKA and NEW MEXICO	The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.
NORTH DAKOTA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.
OHIO	Before me personally appeared such persons known to me to be the persons who, as the officers of the corporation set opposite their names which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of the corporation set opposite their names; that they were duly authorized thereunto by the board of directors of said corporation; and that the seal affixed to said instrument is the corporate seal of said corporation.
OKLAHOMA	Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person 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 the corporation set opposite his name for the uses and purposes therein set forth.
SOUTH DAKOTA	Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name, and that as such designated officer being authorized so to do he executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.
TEXAS	This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite

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his name on behalf of said corporation.

UTAH

On this day personally appeared before me such persons, who, being by me duly sworn, did say, that they are the designated officers of said corporation, and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said persons acknowledged to me that said corporation executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

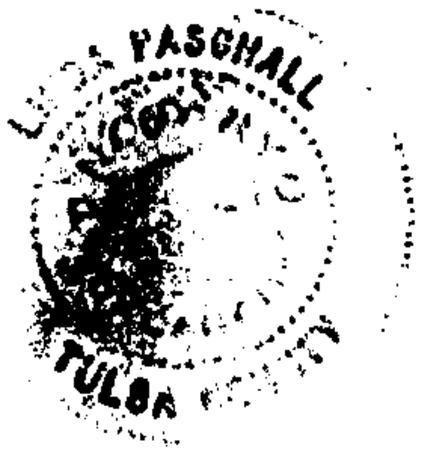
Witness my hand and official seal.

Linda Paschall

Notary Public
Residing at Tulsa, Oklahoma

My commission expires:
~~March 12, 2002~~

My commission expires
March 12, 2000



30184347

[redacted] [redacted] [redacted]

Schedule I

A. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated February 27, 1995, from SAMSON INVESTMENT COMPANY, et al. to J. Ed Fariss, as Trustee and Robert O. Laird, as Trustee and NATIONSBANK, N.A., successor to BANK IV OKLAHOMA, N.A., as Collateral Agent, was recorded and filed as follows:

	Jurisdiction	Recording and Filing Date
	Wyoming	
1.	Subliette County	March 8, 1995 File No. 251337, Book 101, Pg. 111

30184347

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EXHIBIT B To First Supplemental Mortgage,
Deed of Trust, Assignment,
Security Agreement and Financing Statement, dated
January 6, 1999, from Samson Investment Company et al. to
Mike Earl, as Trustee and Robert O. Laird, as Trustee
and NationsBank, N.A., as Collateral Agent

List of Properties

SEE ATTACHED

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit B and the listing of any percentage, decimal or fractional interest in this Exhibit B shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit B may refer only to a portion of the land covered by a particular lease. This instrument is not limited to the land described in Exhibit B but is intended to cover the entire interest of the Mortgagor in any lease described in Exhibit B even if such interest relates to land not described in Exhibit B. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit B. To the extent that the land descriptions in this Exhibit B are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

3. References in Exhibit B to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit B are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

[redacted] [redacted] [redacted]

EXHIBIT "A"

LEASE NO.: 59666-01A
LESSOR: USA W-51347
LESSEE: ADA WOOD
LEASE DATE: AUGUST 1, 1975
RECORDING DATA: BOOK- PAGE- SUBLETTE COUNTY, WYOMING

DESCRIPTION: TOWNSHIP- 27N RANGE- 11W
SEC 5: W/2
SEC 6: S/2NE/4, SE/4
SEC 7: NE/4
SEC 8: NW/4, N/2SW/4

END OF EXHIBIT "A"

SAMSON
TWO WEST SECOND STREET
TULSA, OK 74103

360

Form 3160-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20560

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

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

Lease Serial No.

WYW-126772

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)

WY-010-00062-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	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 Section 3: Lot 2 (39.94), SW¼NE¼ Containing 79.94 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271937
11:15A

RECORDED February 23 1999 M
IN BOOK 110 Oct 6 PAGE 360
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loveton

271618
12:20P

RECORDED February 2 1999 M
IN BOOK 110 Oct PAGE 283
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy 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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 [illegible] 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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By [signature] TRM
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By [signature] JMS
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.

*U.S. GPO: 1988-774-017/87023

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

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that Timothy R. Morris whose name is subscribed to the foregoing instrument as Attorney-in-Fact of SNYDER OIL CORPORATION, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

M. JOHNSON NOTARY PUBLIC

(SEAL)

Notary Public

My Commission Expires: May 1, 2002

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MONIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Mick McMurry, President

Title: _____

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

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.

Mary P. Lane
Notary Public

NANCY R. LANE NOTARY PUBLIC STATE OF COLORADO

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18 day of Nov, 1998, by William R. Weeks, Exec. Vice Pres. of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E. Greene
Notary Public

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December 1998, by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas B. Bleam
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Warren of _____, _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

Commission Expires:

September 9, 2002

Form 3000-3a
(October 1992)
WY-010-00022-02

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 50195

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

Lease Serial No.

WYW-126100

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
P.O. Box 220
Casper, Wyoming 82602

*If more than one transferee, check here XX 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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 7: Lots 3 (32.22), 4 (32.80), E½SW¼, NE¼ Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 1 (39.96), 2 (39.89), S½NE¼, SW¼ Section 9: NE¼, SW¼ Section 10: NE¼, SW¼ Section 12: SW¼ Containing 1,424.57 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271938

271617

RECORDED February 23 1999 11:15A M
IN BOOK 110 Of 6 PAGE 367
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

RECORDED February 2 1999 12:20 P M
IN BOOK 110 of 6 PAGE 278
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate 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)

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. P.O. Box 1363 Cheyenne, Wyoming 82003	24.084%
MCNIC OIL & GAS PROPERTIES, INC. 370 – 17th Street, Suite 3050 Denver, Colorado 80202	33.333%
NERD ENTERPRISES, INC. P.O. Box 949 Casper, Wyoming 82602	8.25%
EDWARD M. WARNER c/o EXPEDITION OIL COMPANY, INC. 1401 Seventeenth Street, Suite 1200 Denver, Colorado 80202	1.333%

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 29th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ ucp

Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 17th day of November, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ JW

John W. 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.

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

[redacted] [redacted] [redacted]

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

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact of SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

NOTARY PUBLIC (SEAL)

Notary Public

My Commission Expires: May 1, 2002

Executed this 14th day of December, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: Executive Vice President

Executed this 30th day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neal, President

Executed this 4th day of December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of November, 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. Lane
Notary Public

NANCY P. LANE NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas R Blevins
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of Dec, 1998, by Edward M. Warner of _____, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 30th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20539

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

Lease Serial No.

WYW-106728

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)

WY-010-00034-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* McMURRY OIL COMPANY - 33.00%
   Street P.O. Box 220
   City, State, ZIP Code 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	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 Section 29: NE¼, SW¼ Section 31: Lots 3 (47.17), 4 (47.10), E½SW¼, NE¼ Containing 654.27 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271619 12:20 P
RECORDED February 2 1999 M
IN BOOK 110 046 PAGE 269
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Papa

271939
RECORDED February 23 1999 M
IN BOOK 110 046 PAGE 373
FEES $18.00 M. 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)

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ PB
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ mmz
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.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

Notary Public

(SEAL)

My Commission Expires: May 1, 2002

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V. P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____
Mick McMurry

Title: President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

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.

Mary P. Lane
Notary Public

NANCY PILLAR NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18th day of Nov., 1998 by William R. Weeks, Exec. Vice Pres. of Fort Collins Consolidated Royalty Co., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Dianne E. Greene
Notary Public

DIANNE E. GREENE NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

SEAL

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December 1998 by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas L. Steen
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING

SEAL

My commission expires: 6 April 1999

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Harner of _____, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

[redacted] [redacted] [redacted]

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

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

380

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20535

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

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

Lease Serial No.

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

WYW-126101

WY-010-00025-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	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 Section 10: SW¼ Section 18: NE¼ Section 19: Lots 3 (48.61), 4 (48.38), E½SW¼, NE¼ Section 30: Lots 3 (47.70), 4 (47.46), E½SW¼, NE¼ Section 32: NE¼, SW¼ Section 33: NE¼, N½SW¼ Containing 1,552.15 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271940

271620

RECORDED February 2 1999 12:20 P M
IN BOOK 110 Oth PAGE 295
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Pape

RECORDED February 23 1999 11:15 M
IN BOOK 110 Oth PAGE 380
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy 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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 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.

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

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

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

Notary Public

(SEAL)

My Commission Expires: May 1, 2002

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

My Commission Expires:
September 9, 2002

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 20532

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

Lease Serial No.

WYW-141880

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)

WY-010-0214-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West Section 6: Lots 1 (40.04), 2 (40.02), 6 (30.07), 7 (30.56), E½SW¼, S½NE¼ Containing 300.69 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271941

271621

12:20 P
RECORDED February 12 1999 M
IN BOOK 110 Of6 PAGE 299
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Payne

11:16 A
RECORDED February 23 1999 M
IN BOOK 110 Of6 PAGE 385
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Booker

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)

385

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 24.084%
P.O. Box 1363
Cheyenne, Wyoming 82003

MCNIC OIL & GAS PROPERTIES, INC. 33.333%
370 – 17th Street, Suite 3050
Denver, Colorado 80202

NERD ENTERPRISES, INC. 8.25%
P.O. Box 949
Casper, Wyoming 82602

EDWARD M. WARNER 1.333%
c/o EXPEDITION OIL COMPANY, INC.
1401 Seventeenth Street, Suite 1200
Denver, Colorado 80202

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By _____ PB
Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By _____ MMS
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.

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

Notary Public

(SEAL)

My Commission Expires: May 1, 2002

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V.P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of ~~October~~ December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen O. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:
September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

390

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SOCO 50183

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

Lease Serial No.

WYW-135470

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)

WY-010-00114-00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMURRY OIL COMPANY - 33.00%
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	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 Section 13: NE¼NW¼ Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	None	Of Record

271942

RECORDED February 23 1999 11:15A M
IN BOOK 110 O+G PAGE 390
FEES $18.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boop

271622

12:20P
RECORDED February 2 1999 M
IN BOOK 110 O+G PAGE 303
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Boop

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.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. P.O. Box 1363 Cheyenne, Wyoming 82003	24.084%
MCNIC OIL & GAS PROPERTIES, INC. 370 – 17th Street, Suite 3050 Denver, Colorado 80202	33.333%
NERD ENTERPRISES, INC. P.O. Box 949 Casper, Wyoming 82602	8.25%
EDWARD M. WARNER c/o EXPEDITION OIL COMPANY, INC. 1401 Seventeenth Street, Suite 1200 Denver, Colorado 80202	1.333%

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 8th day of October, 1998.

NAME OF TRANSFEROR: SNYDER OIL CORPORATION

By [signature] PB

Timothy R. Morris
Attorney-in-Fact
1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 20th day of October, 1998.

TRANSFEREE: McMURRY OIL COMPANY

By [signature] MMS

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.

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

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

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact of SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 1998.

NOTARY PUBLIC

Notary Public

(SEAL)

My Commission Expires: May 1, 2002

Executed this 18th day of November, 1998.

TRANSFEREE: FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Title: EXEC V. P.

Executed this 14 day of December, 1998.

TRANSFEREE: MCNIC OIL & GAS PROPERTITES, INC.

By: _____

Title: Thomas H. Neel, President

Executed this 4th day of December, 1998.

TRANSFEREE: NERD ENTERPRISES, INC.

By: _____

Title: Mick McMurry, President

Executed this 9th day of December, 1998.

TRANSFEREE: EDWARD M. WARNER

By: _____

Title: _____

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.

Nancy P. Lane
Notary Public

NANCY P. LANE NOTARY PUBLIC STATE OF COLORADO SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of Nov., 1998, by William R. Weeks Executive Vice Pres. of Fort Collins Consolidated Royalty, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Dianne E. Greene
Notary Public

SEAL

My commission expires: 11-1-2002

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYO.

SEAL

My commission expires: 6 April 1999

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledge before me this 9th day of Dec., 1998 by Edward M. Harner of _____, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

Janet K. Hamamoto
Notary Public

SEAL

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

My commission expires: November 30, 2001

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:
September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

[redacted] [redacted] [redacted]

20572

wy-010-00078-00

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 93-00114 **Assignment Approval Date** _____

ASSIGNOR, with name and address at, SNYDER OIL CORPORATION
1625 Broadway, Suite 2200
Denver, Colorado 80202

being the owner of 50.00 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 30 North, Range 110 West
Section 36: NE¼, SW¼
Sublette County, Wyoming
Comprising 320.00 acres, more or less

RECORDED February 2 1999 12:20 P M
IN BOOK 110 O+6 PAGE 309
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lee Page

271623

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

33.00% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at: FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P.O. Box 1363
Cheyenne, Wyoming 82003

24.084% percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at: MCNIC OIL & GAS PROPERTIES, INC.
370 – 17th Street, Suite 3050
Denver, Colorado 80202

271943

RECORDED February 23 1999 11:15A M
IN BOOK 110 O+6 PAGE 397
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

33.333% percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at: NERD ENTERPRISES, INC.
P.O. Box 949
Casper, Wyoming 82602

8.25% percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at: EDWARD M. WARNER
c/o EXPEDITION OIL COMPANY, INC.
1401 – 17th Street, Suite 1200
Denver, Colorado 80202

1.333% percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, -0-.

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 #* 93-00114 *assignment dated* 10/8/98

O:\USERS\ROBINSON\MYDOCS\MISC\93001 14.DOC

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of October 19 98.

ASSIGNOR - SNYDER OIL CORPORATION	Assignee (1) - McMURRY OIL COMPANY
By - Timothy R. Morris	By -
Title - Attorney-in-Fact	Title - John Martin, President
Attest -	Attest -

Assignee (2) - FT. COLLINS CONSOLIDATED ROYALTIES, INC.	Assignee (3) - MCNIC OIL & GAS PROPERTIES, INC.
By -	By -
Title - Executive Vice President	Title - Thomas H. Neel, President
Attest -	Attest -

Assignee (4) - NERD ENTERPRISES, INC.	Assignee (5) - EDWARD M. WARNER
By -	By -
Title - Mick McMurry, President	Title -
Attest -	Attest -

Assignment Requirements

EXHIBITS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State Oil and Gas Lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interest 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.

G:\USERS\PC\WINWORD\MYDOCS\MISC\MISC1A.DOC

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

BEFORE ME, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Timothy R. Morris** whose name is subscribed to the foregoing instrument as **Attorney-in-Fact of SNYDER OIL CORPORATION**, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of October, 1998.

(SEAL)

Notary Public

My Commission Expires: May 1, 2002

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.

Mary P. Lane
Notary Public

NANCY P. LANE NOTARY PUBLIC STATE OF COLORADO SEAL

My commission expires: 2/23/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18th day of Nov, 1998 by William R. Weeks, Exec Vice Pres. of Fort Collins Consolidated Royalties, Inc. a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002 SEAL

Diane E Greene
Notary Public

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas E Bleem
Notary Public

NOTARY PUBLIC NATRONA COUNTY, WYOMING SEAL

My commission expires: 6 April 1999

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

SUBSCRIBED AND SWORN to before me by Thomas H. Neel as President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 14th day of December 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of certain overriding royalty interests and/or record title interests in the lease described as follows ("subject lease"):

Bureau of Land Management Lease WYW-127194
Dated July 1, 1992
covering Township 29 North, Range 108 West, 6th P.M.
Section 3: Lots 1-4
Section 14: S/2SW/4
Sublette County, Wyoming

and

WHEREAS, by letter agreement dated March 15, 1994, referenced as the "Southwestern Wyoming Revised CNG/Fossil Agreement", CNG Producing Company (CNG) and Fossil Associates, a partnership comprised of W. K. Arbuckle, R. H. Dubitzky and E. A. Riggs and Fossil Associates business associates W. Clifton Arbuckle and Holmes P. McLish (collectively referred to as "the Fossils"), established an area of mutual interest which encompasses the subject lease; and

WHEREAS, under terms of the area of mutual interest provisions of said Southwestern Wyoming Revised CNG/Fossil Agreement, the Fossils are entitled to a 5% overriding royalty to be proportionately reduced in accord with the interest actually owned by CNG in any lease acquired within the area of mutual interest; and

WHEREAS, under terms of that certain Areas of Mutual Interest Agreement dated June 29, 1994, by and between Texaco Exploration and Production Inc. (Texaco), CNG and Vastar Resources, Inc. (Vastar), hereinafter referred to as the "AMI agreement", the parties created an area of mutual interest which encompasses the subject lease; and

WHEREAS, under terms of paragraph 3.of the AMI agreement, "the interest of the Parties in any acquisition of a Mineral Interest subject to this agreement shall be Texaco-1/3, CNG-1/3 and Vastar-1/3", with Mineral Interest being defined in the AMI agreement as "oil and gas lease or any interest within the AMI including royalty interest, overriding royalty interest or production payments, any leases or unleased mineral interest or any farmouts, options or other contracts, including operating agreements, contribution agreements, etc. which affect lands and minerals lying within the AMI"; and

WHEREAS, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. are the successors in interest to CNG in the .; and Southwestern Wyoming Revised CNG/Fossil Agreement and the AMI agreement; and

WHEREAS, by letter dated December 6, 1996, Texaco elected to participate in the acquisition of the subject lease; and

WHEREAS, by letter of December 6, 1996, Vastar declined to participate in the acquisition of the subject lease; and

WHEREAS, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. as successors in interest to CNG Producing Company are accordingly bound to the provisions of the Southwestern Wyoming Revised CNG/Fossil Agreement and the AMI agreement insofar as such agreements pertain to the subject lease; and

WHEREAS, by Assignment of Overriding Royalty Interest dated January 3, 1997, from Ultra Petroleum (USA), Inc., as predecessor in interest to Ultra Resources, Inc., did assign to the following parties the overriding royalty interests set out herein opposite the name of each party in and to the subject lease:

Roy H. Dubitsky, Trustee of the
Roy H. Dubitsky Trust Dated
June 28, 1986

1.6666667%

271966

RECORDED Feb. 25, 1999 9:05 A
IN BOOK 110 O+G PAGE 402
FEES $16.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

[redacted] [redacted] [redacted]

Riggs Oil & Gas Corporation 1.6666667%

Gasconade Oil Company 1.6666666%

(assignment hereinafter referred to as "Override Assignment"), and

WHEREAS, the Override Assignment failed to contain any proportionate reduction language; and

WHEREAS, through a typographical error the name of Roy H. Dubitzky, Trustee and the name of the Roy H. Dubitzky Trust Dated June 28, 1986 were incorrectly reflected as shown on the face of the Override Assignment; and

WHEREAS, by Assignment of Record Title Interest dated January 21, 1997 (hereinafter referred to as "Texaco Record Title Assignment"), Ultra Petroleum (USA), Inc., did make assignment to Texaco of a 33.333% record title interest in the subject lease; and

WHEREAS, the Texaco Record Title Assignment stated there was a previously reserved or conveyed 5.5% of 8/8th overriding royalty interest, which override was the same overriding royalty interest reserved in that certain Assignment of Record Title dated November 11, 1996, from Liberty Petroleum Corporation to Ultra Petroleum (USA) Inc.; and

WHEREAS, the record title interest currently held by Texaco, is not now nor has it ever been subject to the Southwestern Wyoming Revised CNG/Fossil Agreement; and

WHEREAS, by Assignment of Record Title Interest dated July 30, 1998, (hereinafter referred to as the "Ultra/Lance Record Title Assignment"), Ultra Petroleum (USA), Inc., did make assignment to Ultra Resources, Inc. of a 56.667% and Lance Oil & Gas Company, Inc. of a 10% record title interest in the subject lease; and

WHEREAS, the Ultra/Lance Record Title Assignment stated there was a previously reserved or conveyed 10.5% of 8/8th overriding royalty interest, which overrides were the same overriding royalty interest reserved in that certain Assignment of Record Title dated November 11, 1996, from Liberty Petroleum Corporation to Ultra Petroleum (USA) Inc. and the overrides conveyed in the Override Assignment; and

WHEREAS, the record title interests of Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. are subject to the Southwestern Wyoming Revised CNG/Fossil Agreement and the AMI agreement;

NOW, THEREFORE, the undersigned, in consideration of Ten Dollars ($10.00), the mutual assignments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over each party unto the other parties hereto, and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their interests in the subject lease in such a manner that the overriding royalty interests (referred to as "ORI" in the tabulations below) and record title interests (referred to as "WI" in the tabulations below) are owned as follows and the burdens on the record title interest are as set out below by notation:

Roy H. Dubitzky, Trustee of The Roy H. Dubitzky Trust Dated June 28, 1986 6663 So. Prescott Way Littleton, CO 80120	1.6666667% of 66.667% ORI
Riggs Oil & Gas Corporation P. O. Box 711 Farmington, NM 87499	1.6666667% of 66.667% ORI
Gasconade Oil Company 633 17th Street #1650 Denver, CO 80202	1.6666666% of 66.667% ORI

Texaco Exploration and Production Inc. — 33.333% WI*
4601 DTC Boulevard
Denver, CO 80237

Ultra Resources, Inc. — 56.667% WI**
304 Inverness Way South, Suite 295
Englewood, CO 80112

Lance Oil & Gas Company, Inc. — 10.000% WI***
12200 N. Pecos Street
Denver, CO 80234

*subject to 33.333% of the landowner's royalty and 33.333% of the 5.5% overriding royalty reserved by Liberty Petroleum Corporation in Record Title Assignment dated November 11, 1996

**subject to 56.667% of the landowner's royalty, 56.667% of the 5.5% overriding royalty reserved by Liberty Petroleum Corporation in Record Title Assignment dated November 11, 1996, and 85% of the overriding royalty interest set out above to Roy H. Dubitzky, Trustee of The Roy H. Dubitzky Trust, Riggs Oil & Gas Corporation and Gasconade Oil Company

***subject to 10% of the landowner's royalty, 10% of the 5.5% overriding royalty reserved by Liberty Petroleum Corporation in Record Title Assignment dated November 11, 1996, and 15% of the overriding royalty interest set out above to Roy H. Dubitzky, Trustee of The Roy H. Dubitzky Trust, Riggs Oil & Gas Corporation and Gasconade Oil Company

THIS INSTRUMENT may be executed in counterparts with the same effect as if all parties had executed one instrument and is binding on the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OIL AND GAS LEASE on the date and year appearing in the Acknowledgement for each of the undersigned, but to be effective as of November 20, 1998.

ULTRA RESOURCES, INC.

By: _____
R. G. "Jerry" ALBERTUS, President

ROY H. DUBITZKY TRUST DATED
JUNE 28, 1986

By: _____
Roy H. Dubitzky, Trustee

RIGGS OIL & GAS CORPORATION

By: _____ 11/31/98

GASCONADE OIL COMPANY

By: _____

[redacted] [redacted] [redacted]

ATTEST: TEXACO EXPLORATION AND PRODUCTION INC.

By: _____ By: _____

ATTEST: LANCE OIL & GAS COMPANY, INC.

By: _____ By: _____

STATE OF COLORADO)
)Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of November, 1998, by R. G. "Jerry" Albertus, as ~~President~~ of **ULTRA RESOURCES, INC.**

WITNESS my hand and official seal.

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

E. MARKS
NOTARY PUBLIC
STATE OF COLORADO

Notary Public

STATE OF Colorado)
)Ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Roy H. Dubitzky, as Trustee of Roy H. Dubitzky Trust.

WITNESS my hand and official seal.

My commission expires:
January 4, 2000

Notary Public

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

STATE OF Colorado)
)Ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Elliott A. Riggs, as President of Riggs Oil & Gas Corporation

WITNESS my hand and official seal.

My commission expires:
January 4, 2000

Notary Public

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

STATE OF Colorado)
)Ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by W. Clifton Arbuckle, as President of Gasconade Oil Co.

WITNESS my hand and official seal.

My commission expires:
January 4, 2000

Notary Public

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

TEXACO EXPLORATION AND PRODUCTION INC.

Signed: _____
R.R. O'Dwyer, Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC.

Signed: _____

UNIFORM RECOGNITION OF ACKNOWLEDGMENTS ACT
SHORT FORM ACKNOWLEDGMENT*
ATTORNEY-IN-FACT

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

The foregoing instrument was acknowledged before me this 10th day of February, 1999, by R. R. O'Dwyer, as attorney in fact on behalf of TEXACO EXPLORATION AND PRODUCTION INC.

My commission expires:

4-17-99

[Seal, if any]

Notary Public
Judy Luna
4601 DTC Blvd.
Denver, CO 80237
My Commission Expires April 17, 1999

[redacted] [redacted] [redacted]

ATTEST: TEXACO EXPLORATION AND PRODUCTION INC.

By: _____ By: _____

ATTEST: LANCE OIL & GAS COMPANY, INC.

By: _____ By: _____

STATE OF COLORADO)
)Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by R. G. "Jerry" Albertus, as President of **ULTRA RESOURCES, INC.**

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

STATE OF Colorado)
)Ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 7th day of December, 1998, by Jeffery E. Jones, as V.P. Production of Lance Oil & Gas Company Inc

WITNESS my hand and official seal.

My commission expires:
4-3-2000

NOTARY PUBLIC
E. JUNE TODD
STATE OF COLORADO

E. June Todd
Notary Public

Producer's 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10 day of [redacted] November, 19 98, by and between Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended c/o Nazar's Bookkeeping Service, PO Box 2019, [redacted], CA 95967, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271984

RECORDED Nov 25, 1998 AT 3:25 P
IN BOOK III DEEDS PAGE 408
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Cathy Scoton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described and/or lie in the section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8th)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8th)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8th)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8th)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~Bank at~~ (which bank and its successors shall continue as the depositary regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depositary bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depositary, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessee hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessee's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor s interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

410

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10 th day of [redacted], 1998, from Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

x _____
Theo Schwabacher, Trustee

x _____
Cynthia Schwabacher, Trustee

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ADDENDUM NOVEMBER 1995 655
Attached to Oil and Gas Lease dated [redacted]10, 1998,
between Theo Taft Schwabacher, Jr., Trustee, Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A weekly drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

Theo Schwabacher, Trustee

Cynthia Schwabacher, Trustee

STATE OF California
COUNTY OF San Francisco } SS.

SHARON ANNE KIDD
Comm. # 1085950
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires Feb. 11, 2000

CA
(Individual—Wyo.)

On this 11th day of November, 19 98, before me personally appeared Theo Schwabacher, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2/11/00

Sharon Anne Kidd
Notary Public

STATE OF California
COUNTY OF San Francisco } SS.

CA
(Individual—Wyo.)

On this 11th day of November, 19 98, before me personally appeared Cynthia Schwabacher, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2/11/00

Sharon Anne Kidd
Notary Public

SHARON ANNE KIDD
Comm. # 1085950
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires Feb. 11, 2000

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated NOVEMBER [redacted]0, 1998 from Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended 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 Aztec Energy Corporation 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:
Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019	$154.72

271985

3:25p
RECORDED Feb. 25 1999 M
IN BOOK 110 OR6 PAGE 413
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suiton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of _____, 1998.

x _____ (Seal)
Theo Schwabacher, Trustee

_____ (Seal)

x _____ (Seal)
Cynthia Schwabacher, Trustee

_____ (Seal)

STATE OF California
COUNTY OF San Francisco } 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 11th day of November, 1998, personally appeared Theo Tass Schwabacher and Cynthia Schwabacher, to me known to be the identical person(s) who described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 2/11/00

SHARON ANNE KIDD
Comm. # 1085950
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires Feb 11

Notary Public.
Address: 101 California St. San Francisco, CA

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

Notary Public.
Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.
Address: _____

(SEAL)
My Commission expires _____

No. _____
FROM
TO
19
Dated _____
No. Acres _____
County _____
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.
_____ County Clerk.
By _____ Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Theo Schwabacher and Cynthia Schwabacher, Trustees of the Albert E. Schwabacher, Jr. Trust "B" U/A August 12, 1985, as amended, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain [redacted] 10, 1998 Oil and Gas Lease.
NOVEMBER 1955

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X _____
Theo Schwabacher, Trustee

X _____ trustee
Cynthia Schwabacher, Trustee

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of ~~September~~ November, 1998, by and between Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996 of 160 W. Santa Clara St., 15th Flr. San Jose, CA 95113 hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271986

RECORDED Feb 05 1999 11:30 AM 9:25p
IN BOOK 110 OIG PAGE 414a
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described and/or which lie between~~ the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~Bank of~~ (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until ~~60~~ days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee simple estate, lessor's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of ~~October~~ March, 1998, from Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996, as Lessor, to Aztec Energy Corporation, as Lessee.

<u>Township 31 North, Range 110 West, 6th P.M.</u>

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X_____
Michael Gallagher, Co-Trustee

X_____
Thomas F. Chaffin, Co-Trustee

ADDENDUM
Attached to Oil and Gas Lease dated ~~October~~ March 10th, 1998,
between the John L. Schwabacher Living Trust, Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

Lessor does hereby warrant title by, through or under Lessor's interest in the lands herein described, but not otherwise.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A <u>weekly</u> drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

X _____ _____

Michael Gallagher, Successor Co-Trustee

_____ _____

X _____ _____

Thomas F. Chaffin, Esq., Successor Co-Trustee

_____ _____

STATE OF _____
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____ _____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____ _____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____ _____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On December 22, 1998, before me, LINDA ESTILL,
personally appeared THOMAS F. CHAFKIN
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Linda Estill
(Signature of Notary)

LINDA ESTILL
Commission # 1170474
Notary Public - California
Santa Clara County
My Comm. Expires Jan 23, 2002

Attached to Oil and Gas Lease
Dated 11/10/98

(3791 0008 JEM1157.DOC)

STATE OF CALIFORNIA)
San Francisco) ss
COUNTY OF ~~SANTA CLARA~~)

On ~~December~~ January 4, 1999, ~~1998,~~ before me, Peter Thomas Toves Perez,
personally appeared Michael H. Collingsworth
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

PETER THOMAS TOVES PEREZ
Commission # 1112002
Notary Public — California
San Francisco County
My Comm. Expires Nov 29, 2000

(Signature of Notary)

Attached to Oil and Gas Lease
Dated 11/10/98

[redacted] [redacted] [redacted]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 4, 1999 before me, PETER THOMAS TOVES PEREZ, Notary Public
DATE NAME AND TITLE OF OFFICER- E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Gallagher
NAME(S) OF SIGNER(S)

☑ Personally known to me - OR-

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

WITNESS my hand and official seal.

Old and Gas Lease
Attachment: Dated 11/10/98

SIGNATURE OF NOTARY

PETER THOMAS TOVES PEREZ
Commission # 1112802
Notary Public — California
San Francisco County
My Comm. Expires Nov 29, 2000

424

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated ~~October~~ November 10th, 1998 from Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996, Gordon Earl Schwabacher, John L. Schwabacher, Jr. and Susan May Modic 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 Aztec Energy Corporation 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:
Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996	160 W. Santa Clara St., 15th Floor San Jose, CA 95113	$154.72
Gordon Earl Schwabacher		$0
John L. Schwabacher, Jr.		$0
Susan May Modic		$0

271987 3:25P
RECORDED Feb. 25 1999 M
IN BOOK 110 Dt S PAGE 424
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Duston

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 10th day of November, 1998.

X _____ _____ (Seal)
Thomas F. Chaffin, Esq., Successor Co-Trustee

X _____ _____ (Seal)
Michael Gallagher, Successor Co-Trustee

X _____ _____ (Seal)
Gordon Earl Schwabacher

X _____ _____ (Seal)
John L. Schwabacher, Jr.

X _____ _____ (Seal)
Susan May Modic a/k/a Susan S. Modic

[redacted] [redacted] [redacted]

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

Witness my hand and seal this_____ day of_____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires_____

No._____

FROM

TO

Dated_____

No. Acres_____ County,_____

Tem_____

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

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Michael Gallagher and Thomas F. Chaffin, Esq., Successor Co-Trustees of the John L. Schwabacher Living Trust dated September 26, 1996, Gordon Earl Schwabacher, John L. Schwabacher, Jr. and Susan May Modic to Aztec Energy Corporation, as Lessee, covering that certain ~~October~~ , 1998 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.

Section 4: W/2 SW
Section 5: SWNE, S/2NW, S/2
Section 6: SENE, E/2SE
Section 7: E/2NE
Section 8: E/2, SW, W/2NW
Section 9: W/2W/2, E/2SW, SWSE
Section 16: Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X _____
Michael Gallagher, Successor Co-Trustee

X _____
Thomas F. Chaffin, Esq., Successor Co-Trustee

X _____
Gordon Earl Schwabacher

X _____
John L. Schwabacher, Jr.

X _____
Susan May Modic

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On ~~December~~ January 4, ~~1998~~ 1999, before me, [redacted] personally appeared Michael Gallagher personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

(Signature of Notary)

PETER THOMAS TOVES PEREZ
Commission # 1112802
Notary Public — California
San Francisco County
My Comm. Expires Nov 29, 2000

Attached to Ratification and Rental
Division Order Dated 11/10/98

{3791 0008 JEM1157.DOC}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 4, 1999 before me, PETER THOMAS TOVES PEREZ, Notary Public,
DATE NAME AND TITLE OF OFFICER- E.G. "JANE DOE. NOTARY PUBLIC"

personally appeared Michael Gallagher,
NAME(S) OF SIGNER(S)

☑Personally known to me - OR-

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

PETER THOMAS TOVES PEREZ
Commission # 1112802
Notary Public — California
San Francisco County
My Comm. Expires Nov 29, 2000

WITNESS my hand and official seal.

Attachment: Ratification of Rental Durrin Order Dated 11/10/98

SIGNATURE OF NOTARY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Jorden Schwabacher
Tom Chaffin
Jackson Schwabacher

The foregoing instrument was acknowledged before me by _____ this 17th day of December, 1998.

WITNESS MY HAND AND OFFICIAL SEAL

Expires April 2, 2002 PUBLIC SUBLETTE COUNTY, WYOMING

Paula J. Hunt
NOTARY PUBLIC

My Commission Expires:
4-2-2002

Attached to
Ratification and
Revised Division Order
Dated 11/10/98

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On December 12, 1998, before me, Kathryn Andrews,
personally appeared Susan May Modica
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Kathryn Andrews
(Signature of Notary)

KATHRYN ANDREWS
COMM. # 1140781
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires August 6, 2000

Attached to
Ratification and Rental
Division Order dated
11/10/98

[redacted] [redacted] [redacted]

Ryckyers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of ~~October~~ November, 19 98, by and between Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher c/o Ireland Sanfilippo & Co., 1075 N. 10 St. San Jose, CA 95112 hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271988

RECORDED Dec. 26, 1998 AT 3:25p M
IN BOOK 110 OSG PAGE 431
FEES $ no fee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Cathy Scott

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described or which lie in the same section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~bank at~~ (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until ~~60~~ days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, herein expressly shall be limited to the interest~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ADDENDUM
Attached to Oil and Gas Lease dated October , 1998,
between Stow L. Witwer and William Gisvold, Successor
Co-Trustees, Lessor, and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

Lessor does hereby warrant title by, through or under Lessor's interest in the lands herein described, but not otherwise.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A weekly drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

X _____
Stow L. Witwer, Successor Co-Trustee

X _____
William Gisvold, Successor Co-Trustee

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

On this 8th day of January, 1997, before me personally appeared Stow L. Witwer, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

My Commission Expires July 9, 2000

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On December 30, 1998, before me, Linda Estill,personally appeared William Gisvold personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

LINDA ESTILL
Commission # 1170474
Notary Public - California
Santa Clara County
My Comm. Expires Jan 23, 2002

(Signature of Notary)

Attached to Oil and Gas Lease
Dated 11/10/98

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the day of October, 1998, from Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X _____
Stow L. Witwer, Successor Co-Trustee

X _____
William Gisvold, Successor Co-Trustee

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 10 ~~October~~, 1998 from Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher, Gordon Earl Schwabacher, John L. Schwabacher, Jr. and Susan May Modic 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 Aztec Energy Corporation 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:
Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher	Ireland Sanfilippo & Co. 1075 North Tenth St. San Jose, CA 95112	$154.72
Gordon Earl Schwabacher		$0
John L. Schwabacher, Jr.		$0
Susan May Modic		$0

271989 3:25p
RECORDED Feb. 05 1999 M
IN BOOK 110 016 PAGE 437
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of _____, 1998.

X _____ _____ (Seal)
Stow L. Witwer, Successor Co-Trustee

X _____ _____ (Seal)
William Gisvold, Sucessor Co-Trustee

X _____ _____ (Seal)
Gordon Earl Schwabacher

X _____ _____ (Seal)
John L. Schwabacher, Jr.

X _____ _____ (Seal)
Susan May Modic

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

Witness my hand and seal this_____ day of_____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires_____

No._____

FROM

TO

Dated_____

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

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Stow L. Witwer and William Gisvold, Successor Co-Trustees under the Will of May K. Schwabacher f/b/o John L. Schwabacher, Gordon Earl Schwabacher, John L. Schwabacher, Jr. and Susan May Modic to Aztec Energy Corporation, as Lessee, covering that certain October ., 1998 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X _____
Stow L. Witwer, Successor Co-Trustee

X _____
William Gisvold, Successor Co-Trustee

X _____
Gordon Earl Schwabacher

X _____
John L. Schwabacher, Jr.

X _____
Susan May Modic AKA Susan S. Modic

STATE OF ~~CALIFORNIA~~ Colorado)
) ss
COUNTY OF ~~SANTA CLARA~~ Weld)

On ~~December~~ January 8, 199~~8~~9, before me, Joyce E. Amundson,
personally appeared Robert L. Whitmer
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

JOYCE E. AMUNDSON NOTARY PUBLIC STATE OF COLORADO
(Seal)

My Commission Expires July 9, 2000

Attached to Ratification and Rental
Division Order Dated 11/10/98

(3791 0008 JEM1157.DOC)

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On December 30, 1998, before me, Linda Estill,personally appeared William Gisvold personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

LINDA ESTILL
Commission # 1170474
Notary Public - California
Santa Clara County
My Comm. Expires Jan 23, 2002

(Signature of Notary)

Attached to Ratification and Rental
Division Order Dated 11/10/98

{3791 0008 JEM1157.DOC}

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Jackson Schwabacher, Tom Chaffin, Judson Schwabacher this 17th day of December, 1998.

WITNESS MY HAND AND OFFICIAL SEAL

DARLA F. HUNTER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING My Commission Expires April 2, 2002

NOTARY PUBLIC

My Commission Expires:
4-2-2002

Attached to Application and Road Division Order Dated 11/10/98

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On December 12, 1998, before me, Kathryn Andrews,
personally appeared Susan Marie Modic
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Kathryn Andrews
(Signature of ~~Notary~~)

NPU1 KATHRYN ANDREWS COMM. # 1167501 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY My Commission Expires August 8, 2000 NPU1

Attached to
Ratification and Rental
Division Order dated
11/10/98

{6666 0512 NJG0371.DOC 981211}

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

ASL

THIS AGREEMENT, made and entered into this 10 day of ~~October~~ NOVEMBER, 19 98, by and between Anne Sokolow Levine

of c/o Nazar's Bookkeeping Service, P O Box 2019, Paradise, CA 95967-2019, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271990

RECORDED Feb. 25 1999 M 3:25p
IN BOOK 110 OAS PAGE 444
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described and/or lie in the same section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~Bank at~~ (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental property payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

interest. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

ASL

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of NOVEMBER 1998, from Anne Sokolow Levine, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Anne Sokolow Levine

Anne Sokolow Levine

[redacted] [redacted] [redacted]

ASL

ADDENDUM
Attached to Oil and Gas Lease dated [redacted] November 10, 1998,
between Anne Sokolow Levine, Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A weekly drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

X Anne Sokolow Levine
Anne Sokolow Levine

ROBERT R. FORBES
COMM. #1172248
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 10, 2002

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } SS.

(Individual—Wye.)

On this 12 day of NOVEMBER, 19 98, before me personally appeared ANNE SOKOLOW LEVINE, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that ~~he~~ (or she or ~~they~~) executed the same as ~~his~~ (or her or ~~their~~) free act and deed.

My commission expires:
2-10-2002

Robert R. Forbes
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

ASL

That, WHEREAS, that certain oil and gas lease, dated NOVEMBER [redacted]er 10, 1998 from Anne Sokolow Levine, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Anne Sokolow Levine 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 Aztec Energy Corporation 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:
Anne Sokolow Levine	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019	$77.36

271991 3:25p

RECORDED Feb. 05, 1999 M
IN BOOK 110 OKS PAGE 449
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

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 12th day of Nov., 1998.

x Anne Sokolow Levine _____ (Seal)
Anne Sokolow Levine

_____ _____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } 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 12th day of November, 1998, personally appeared Anne Sokolow Levine

and

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

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

My Commission Expires 2-10-2002

ROBERT R. FORBES
COMM. #1172248
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 10, 2002

Robert R. Forbes
Notary Public.

Address: 1795 Solano Ave. Berkeley, CA

STATE OF } ss.
COUNTY OF }

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF } ss.
COUNTY OF }

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
By
County Clerk.
Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Anne Sokolow Levine, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain NOVEMBER 10, 1998 Oil and Gas Lease. ASL

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Anne Sokolow Levine

Anne Sokolow Levine

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10 day of ~~October~~ NOVEMBER, 19 98, by and between Theo Taft Schwabacher, Jr., Trustee under terms of trust established under Declaration of Trust dated August 12, 1985 by Albert E. Schwabacher, Jr., Trustor c/o Nazar's Bookkeeping Service, P O Box 2019, ~~Pocatello~~, CA 95967 of ~~Idaho~~ hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271992

RECORDED Jan 15 1999 AT 9:25 A
IN BOOK 110 D&G PAGE 452
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described or which lie in the section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the Bank at~~ at Lessor's address shown above (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

[redacted] [redacted] [redacted]

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee simple estate (whether or not limited to a mineral estate), then the royalties and rentals provided shall be paid lessor only in the proportion which lessor's interest bears to the whole and undivided fee.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10 day of NOVEMBER 1998, from Theo Taft Schwabacher, Jr., as Trustee under the terms of the trust established under Paragraph FOURTH of that certain Declaration of Trust dated August 12, 1985, entered into by Albert E. Schwabacher, Jr., as trustor, as amended in its entirety on May 24, 1989, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Theo Taft Schwabacher

Theo Taft Schwabacher, Jr., Trustee

[redacted] [redacted] [redacted]

ADDENDUM NOVEMBER 5.
Attached to Oil and Gas Lease dated [redacted]0, 1998,
between the Albert E. Schwabacher, Jr. Trust "B", Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A <u>weekly</u> drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

X Theo Taft Schwabacher Jr. Trustee
Theo Taft Schwabacher, Jr., Trustee

STATE OF California
COUNTY OF San Francisco } SS.

(Individual—Wyo.) CA

On this 11th day of November, 19____, before me personally appeared Theo Taft Schwabacher, Jr., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2/11/00

Sharon Anne Kirk
Notary Public

SHARON ANNE KI...
Comm. # 10859...
NOTARY PUBLIC - CALIF...
City and County of San Fran...
My Comm. Expires Feb. 11, ...

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated 10 NOVEMBER, 1998 from Theo Taft Schwabacher, Jr., as Trustee under the terms of the trust established under Paragraph FOURTH of that certain Declaration of Trust dated August 12, 1985, entered into by Albert E. Schwabacher, Jr., as trustor, as amended in its entirety on May 24, 1989, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Theo Taft Schwabacher, Jr., as Trustee under the terms of the trust established under Paragraph FOURTH of that certain Declaration of Trust dated August 12, 1985, entered into by Albert E. Schwabacher, Jr., as trustor, as amended in its entirety on May 24, 1989 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 Aztec Energy Corporation 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:
Theo Taft Schwabacher, Jr., as Trustee under the terms of the trust established under Paragraph FOURTH of that certain Declaration of Trust dated August 12, 1985, entered into by Albert E. Schwabacher, Jr., as trustor, as amended in its entirety on May 24, 1989	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019	$154.72

271993
3:25O
RECORDED Feb. 05 1999 M
IN BOOK 110 OAG PAGE 457
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Easton

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 11th day of November, 1998.

x Theo Taft Schwabacher

Theo Taft Schwabacher, Jr., Trustee

SHARON A...
Comm. # 10355...
NOTARY PUBLIC ...
City and County of S...
My Comm. Exp. ...

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

STATE OF California
COUNTY OF San Francisco } 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 11th day of November, 1998, personally appeared Theo Jost Schwarbacher

and

, to me known to be the identical person who, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as she 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 2/11/00

Notary Public.

Address: 101 California St.
San Francisco, CA 94111

SHARON ANNE KIDD
Comm. # 1085950
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires Feb. 11, 2000

STATE OF
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
, 19
Dated
No. Acres
County
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Theo Taft Schwabacher, Jr., as Trustee under the terms of the trust established under Paragraph FOURTH of that certain Declaration of Trust dated August 12, 1985, entered into by Albert E. Schwabacher, Jr., as trustor, as amended in its entirety on May 24, 1989, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain [redacted] 19, 1998 Oil and Gas Lease.

NOVEMBER

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Theo Taft Schwabacher

Theo Taft Schwabacher, Trustee

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE ASL GW

THIS AGREEMENT, made and entered into this 10 day of ~~October~~ NOVEMBER, 19 98, by and between Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine of c/o Nazar's Bookkeeping Service, P O Box 2019, ~~Paradise, CA 95967-2019~~, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271994

RECORDED Feb. 23 1999 at 3:25p
IN BOOK 110 OIG PAGE 440
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

of Section ** , Township ** , Range ** , it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described or which lie in the same section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for oil gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~Bank at~~ (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessee hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee simple estate, lessee's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

462

EXHIBIT "A"

NO 5 5176 SL

Attached to and made a part of that certain Oil and Gas Lease dated the 10 day of [redacted], 1998, from Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Anne Sokolow Levine, Trustee
Anne Sokolow Levine, Trustee

X Isidore Warman, Trustee
Isidore Warman, Trustee

[redacted] [redacted] [redacted]

ASL AL

ADDENDUM
Attached to Oil and Gas Lease dated NOVEMBER [redacted]**-10, 1998,**
between Anne Sokolow Levine and Ididore Warman, Trustees, Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A <u>weekly</u> drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

x Anne Sokolow Levine, Trustee
Anne Sokolow Levine, Trustee

x Isidore Warman, Trustee
Isidore Warman, Trustee

ROBERT R. FORBES
COMM. #1172248
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 10, 2002

(Individual—Wye.)

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } SS.

On this 12 day of NOVEMBER, 1998, before me personally appeared Anne SOKOLOW LEVINE, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2-10-2002

Robert R. Forbes
Notary Public

STATE OF California
COUNTY OF San Mateo } SS.

(Individual—Wye.)

On this 16th day of November, 1998, before me personally appeared Isidore Warman, to me known to be the person (or persons) described in and who executed the foregoing instrume[illegible] executed the same as his (or her or their) free act and deed.

My commission expires:
Dec. 3, 1999

ALEXANDER S. NG
Commission # 1079620
Notary Public — California
San Mateo County
My Comm. Expires Dec 3, 1999

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated NOVEMBER 10, 1998 from Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine 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 Aztec Energy Corporation 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:
Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019	$77.36

271995 3:25p
RECORDED Feb. 25 1999 M
IN BOOK 110 OR6 PAGE 465
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boston

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 12th day of Nov., 1998.

x Anne Sokolow Levine, trustee (Seal)
Anne Sokolow Levine, Trustee

(Seal)

x Isidore Warman, Trustee (Seal)
Isidore Warman, Trustee

(Seal)

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } 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 NOVEMBER 12, 1998 day of ~, 19~, personally appeared Anne Sokolow Levine

and ~

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

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

My Commission Expires 2-10-2002

ROBERT R. FORBES
COMM. #1172248
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 10, 2002

Robert R. Forbes Notary Public.

Address: 1795 Solano Ave. Berkeley, CA

STATE OF California }
COUNTY OF San Mateo } 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 16th day of November, 1998, personally appeared Isidore Norman

and

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

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

My Commission Expires Dec. 3, 1999

ALEXANDER S. NG
Commission # 1079620
Notary Public — California
San Mateo County
My Comm. Expires Dec 3, 1999

Notary Public.

Address: 295 89th St., Suite 100 Daly City, CA 94015

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
, 19
Dated
No. Acres
County
Term
This instrument was filed for record on the
day of , 19, at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Anne Sokolow Levine and Isidore Warman, Trustees under the Will of May K. Schwabacher f/b/o Anne Sokolow Levine, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain NOVEMBER 10, 1998 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Anne Sokolow Levine, Trustee
Anne Sokolow Levine, Trustee

X Isidore Warman, Trustee
Isidore Warman, Trustee

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10 day of NOVEMBER, 1998, by and between Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees, under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne of c/o Nazar's Bookkeeping Service, PO Box 2019/Paradise, CA 95967-2019, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271996

RECORDED Feb 05, 1999 M 3:25p
IN BOOK 110 Oil & Gas PAGE 468
FEES $ 11.00 Mona Lee Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described and which lie in the same section or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the Bank at~~ at Lessor's address shown above (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depositary, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

[redacted] [redacted] [redacted]

interests.. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessee's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ } SS.
COUNTY OF _____ }

(Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

(Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

(Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10 day of ~~July~~ November 1998, from Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees, under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

x Gail Sokolow Goldyne, Co-Trustee
Gail Sokolow Goldyne, Co-Trustee

x Marc Goldyne, Co-Trustee
Marc Goldyne, Co-Trustee

ADDENDUM
Attached to Oil and Gas Lease dated [redacted] 10, 1998,
between Gail Sokolow Goldyne and Marc Goldyne,
Co-Trustees, Lessor, and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A weekly drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

* Gail Sokolow Goldyne, co-Trustee
Gail Sokolow Goldyne, Co-Trustee

* Marc E Goldyne, co-trustee
Marc Goldyne, Co-Trustee

STATE OF California
COUNTY OF San Francisco } SS. (Individual—Wye.)

On this 13th day of November, 19 98, before me personally appeared Gail Sokolow Goldyne and Marc Goldyne to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
8/18/2000

Notary Public

MGC1 Maria C. Manuel Comm. #1108980 NOTARY PUBLIC - CALIFORNIA City & County of San Francisco Comm. Exp. Aug. 18, 2000 MGC1

STATE OF _____
COUNTY OF _____ } SS. (Individual—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Corporation—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated 10 NOVEMBER [redacted], 1998 from Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne

Gail Sokolow Goldyne

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 Aztec Energy Corporation 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:
Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019	$77.36

271997

RECORDED Feb 05 1999 3:25p M
IN BOOK 110 OR G PAGE 473
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 13th day of November, 1998.

x Gail Sokolow Goldyne, Co-Trustee (Seal)
Gail Sokolow Goldyne, Co-Trustee

(Seal)

x Marc Goldyne, co-trustee (Seal)
Marc Goldyne, Co-Trustee

(Seal)

STATE OF California
COUNTY OF San Francisco } 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, 19 98, personally appeared Gail Sakolow Goldyne and Marc Goldyne, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 8/18/2000

Maria C. Manuel
Comm. #1108980
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. Aug. 18, 2000

Notary Public.

Address: 2833 Laguna St SF CA 94123

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated _____

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

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Gail Sokolow Goldyne and Marc Goldyne, Co-Trustees under the Will of May K. Schwabacher f/b/o Gail Sokolow Goldyne, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain [redacted] NOVEMBER 10, 1998 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.	
Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

x Gail Sokolow Goldyne, Co-Trustee
Gail Sokolow Goldyne, Co-Trustee

x Marc Goldyne, co-Trustee
Marc Goldyne, Co-Trustee

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE 88

THIS AGREEMENT, made and entered into this 10 day of NOVEMBER, 1998, by and between
Gail Sokolow Goldyne
of c/o Nazar's Bookkeeping Service, PO Box 2019, Paradise, CA 95967-2019, hereinafter called lessor (whether one or more), and
Aztec Energy Corporation of 7801 Broadway, Ste. 200 San Antonio, TX 78209, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of TEN AND MORE DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

271998

RECORDED Feb. 25, 1999 at 3:25p
IN BOOK 110 OR PAGE 476
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor ~~which adjoin the lands above described and which lie in the aforesection or sections~~ herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (1/8)~~ 3/20 part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ 3/20 royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 3/20 of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 3/20 of the ~~prevailing~~ market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at Lessor's address shown above ~~Bank at~~ (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *Three Thousand Seven Hundred Thirteen and 22/100 DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 60 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

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

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

[redacted] [redacted] [redacted]

interest." Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessee's warranty shall be limited to the interest so stated.~~ Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease. lessor's interest in

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

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

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Individual—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Corporation—Wyo.)

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

My commission expires:

_____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS. (Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of NOVEMBER, 1998, from Gail Sokolow Goldyne, as Lessor, to Aztec Energy Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4: W/2 SW
Section 5: SWNE, S/2NW, S/2
Section 6: SENE, E/2SE
Section 7: E/2NE
Section 8: E/2, SW, W/2NW
Section 9: W/2W/2, E/2SW, SWSE
Section 16: Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Gail Sokolow Goldyne
Gail Sokolow Goldyne

[redacted] [redacted] [redacted]

ADDENDUM NOVEMBER 98
Attached to Oil and Gas Lease dated [redacted]10, 1998,
between Gail Sokolow Goldyne, Lessor,
and Aztec Energy Corporation, Lessee

Notwithstanding anything to the contrary contained in the foregoing paragraphs of this lease, the following paragraphs shall govern:

The term "mineral" as used in this lease, means and includes only oil, gas, distillate, condensate and substances produced in association therewith.

Lessee shall not have the right to unitize all or any part of the leased premises without prior written approval by Lessor.

If drilling operations are not commenced on the lands covered by this lease on or before two (2) years from the date of this lease, then this lease shall terminate as to all acreage not included within a participating area established under a unit.

It is a condition of this lease that after the expiration of the primary term, there be continuous development on the land covered hereby and if at any time thereafter there is a period of one hundred eighty (180) days between reaching total depth of one well and the spudding in of another well, this lease shall ipso facto terminate as to all land covered hereby, SAVE AND EXCEPT that portion of such lease included in a drilling, spacing or proration unit (as established by order or rule of governmental authority and upon which Lessee is then conducting drilling or producing operations). This lease, continuing in effect as to each producing well under the foregoing provisions, shall extend to and cover all formations from the surface to a depth one hundred feet (100') below the depth at which the deepest producing well then located upon land covered by this lease, or pooled therewith, is at that time producing oil and/or gas in paying quantities. "Production Unit", shall be defined as that acreage included within an individual producing unit in which lessor is receiving its proportionate share of the revenue from all production (usually one well, but all if others) in said unit. Upon cessation of drilling and/or producing operations in any producing unit, this lease shall terminate as to all rights in such unit within ninety (90) days, except when the shut-in provision herein applies.

All parties understand and agree that this lease is made, executed and accepted without warranties of any kind, either express or implied.

This lease may not be maintained in force under the shut-in gas well provisions of this lease for a longer period of time than two (2) years in aggregate after a well is completed as a gas well capable of producing gas in paying quantities.

Lessee hereby covenants and agrees to furnish Gordon E. Schwabacher, at P. O. Box 356, Daniel, Wyoming, 83115, or his designee, personal representative, successors or assigns, the following items in a timely manner:

1. One (1) copy of the Drilling Title Opinion prior to commencement of any well which is on or on acreage pooled with land covered by this lease;

2. A weekly drilling report showing the, activity of each well, copies of all electrical logs, core sample results, formation tests, as well as copies of all governmental filings for each well.

Gordon E. Schwabacher, or other such representative, and his mailing address may be changed by delivery of reasonable notice by Lessor to Lessee. Upon request by Lessee, Lessor will maintain confidentiality of all information provided by Lessee for a period of one (1) year after the information is delivered to Lessor.

This lease cannot be assigned in whole or in part without the expressed written approval of Gordon E. Schwabacher, or his designee, personal representative, successors or assigns, which approval will not be unreasonably withheld, and any attempt to do so, without said approval, shall automatically terminate this lease in full.

Lessee hereby agrees that Lessor, its representatives and assigns, shall have access to the leased area and drilling location on same including but not limited to the derrick floor, of any well which will include the leased area in a unit, at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at all reasonable times to information pertaining to the development or operation thereof. Upon request by Lessee, Lessor will maintain confidentiality of all information learned from such observations or operations for a period of one (1) year from request by Lessee. In accepting this lease, Lessee agrees to abide by all rules and regulations of all governing authorities regarding the restoration and use of said property. Further, Lessee agrees to indemnify Lessor for all costs and expenses, including attorneys' fees, which may be required to abide by said rules should Lessee fail to do so.

Lessee agrees that should any well located on said property be drilled or re-entered by Lessee and be or become uneconomical and not capable of commercial production, said well shall be plugged and

ADDENDUM

abandoned at Lessee's sole cost in accordance with the rules and regulations of the governmental authority having jurisdiction, and Lessee shall indemnify Lessor from all costs associated therewith.

Within sixty (60) days of expiration of the subject lease, Lessee shall provide a recorded copy of a release.

In WITNESS WHEREOF, this instrument is executed as of the date first written above.

OK Gail Sokolow Goldyne

Gail Sokolow Goldyne

STATE OF California
COUNTY OF San Francisco } SS.

(Individual—Wye.)

On this 3rd day of November, 19 98, before me personally appeared Gail Sokolow Goldyne, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
8/18/2000

Notary Public

Maria C. Manuel
Comm. #1106980
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. Aug. 18, 2000

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wye.)

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

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wye.)

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

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated 10 NOVEMBER 98 [redacted], 1998 from Gail Sokolow Goldyne,

as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Gail Sokolow Goldyne 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 Aztec Energy Corporation 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:
Gail Sokolow Goldyne 271999	c/o Nazar's Bookkeeping Service P O Box 2019 Paradise, CA 95967-2019 3:25p RECORDED Feb. 25 1999 M IN BOOK 110 OR6 PAGE 481 FEES $10.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Seaton	$77.36

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 13th day of November 1998.

Gail Sokolow Goldyne _____ (Seal)

Gail Sokolow Goldyne

_____ _____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)

STATE OF California }
COUNTY OF San Francisco } 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, 1998, personally appeared Gail Sokolow Goldyne and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as she 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 8/18/2000

Maria C. Manuel
Comm. #1108980
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. Aug. 18, 2000

_____ Notary Public.

Address: 4833 Laguna St SF CA 94123

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

My Commission Expires _____

_____ Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

_____ Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM _____

TO _____

_____, 19____

Dated _____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Gail Sokolow Goldyne, as Lessor, to Aztec Energy Corporation, as Lessee, covering that certain [redacted] NOVEMBER 10, 1998 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

x Gail Sokolow Goldyne

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 OCT 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

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

Lease Serial No.
WYW-143644

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R106W, 6th PM Sec. 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Sec. 7: Lots 1-4, E½, E½W½ Sec. 8: All Sublette County, WY	100%	100%	0%	0%	0%

272083 10157

RECORDED March 5 1999 M
IN BOOK 110 OF G PAGE 484
FEES $10.00 in COUNTY CLERK'S
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

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 1998

/s/ Pamela J. Lewis

By _____
(Authorized Officer)

FOR ASSIGNEE

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section

(Title)

FEB 12 1999

(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.

53508З

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 8th day of October, 1998

Name of Assignor as shown on current lease Thomas W. Niebrugge
Please type or print

Assignor Thomas W. Niebrugge
(Signature)
or
Attorney-in-fact _____
(Signature)

1600 Stout Street, Suite 1300
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Executed this 15th day of October, 1998

Assignee James P. Zachmeyer
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

☆ U.S. GPO: 1998-774-004/41005

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

THIS instrument was acknowledged before me this 8th day of October, 1998, by Thomas W. Hiebrugge, an individual.

My commission expires:

APRIL 30 2001

Notary Public

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

THIS instrument was acknowledged before me this 15th day of October, 1998, by John P. Lockridge, an individual.

My commission expires:

Sep. 23, 2002

Notary Public

CAROL HEALD STANISLAW
NOTARY PUBLIC
STATE OF COLORADO

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 OCT 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-143645

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* John P. Lockridge
   Street 1801 Broadway, Suite 1250
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R106W, 6th PM Sec. 17: All Sec. 18: Lots 1-4, E½, E½W½ Sec. 19: Lots 1-4, E½, E½NW¼ Sec. 20: NW¼SW¼ Sec. 30: Lots 1-4, E½, E½W½ Sublette County, WY	100%	100%	0%	0%	0%

272084

RECORDED March 5 1999 M 10:15 A
IN BOOK 110 O+G PAGE 487
FEES $10.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective NOV 01 1998

/s/ Pamela J. Lewis

By _____

Chief, Leasable Minerals Section

FEB 12 1999

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 8th day of October, 19 98

Name of Assignor as shown on current lease Thomas W. Niebrugge
(Please type or print)

Assignor Thomas W. Niebrugge
(Signature)
or
Attorney-in-fact _____
(Signature)

1600 Stout Street, Suite 1300
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Executed this 15th day of October, 19 98

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

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

☆ U.S. GPO: 1998-774-004/41005

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

THIS instrument was acknowledged before me this 8th day of October, 1998, by Thomas W. Niebrugge, an individual.

My commission expires:

April 30 2001

Notary Public

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

THIS instrument was acknowledged before me this 5th day of October, 1998, by John P. Lockridge, an individual.

My commission expires:

Sep. 23, 2002

Notary Public

CAROL HEALD STANISLAW
NOTARY PUBLIC
STATE OF COLORADO

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 OCT 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-143646

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* John P. Lockridge
   Street 1801 Broadway, Suite 1250
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R106W, 6th PM Sec. 20: E½, N½NW¼, SE¼NW¼ Sec. 21: All Sec. 28: All Sec. 29: E½ 272085 Sublette County, WY	100%	100%	0%	0%	0%

RECORDED March 5 1999 M 10:15A
IN BOOK 110 OTG PAGE 490
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Carter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

Assignment approved effective NOV 01 1998

☐ Assignment approved for attached land description

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

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

FEB 12 1999
(Date)

[redacted] [redacted] [redacted]

Part A (continued): Attach additional sheets for Names and Addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

2R05TS

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 8th day of October, 1998

Executed this 15th day of October, 1998

Name of Assignor as shown on current lease Thomas W. Niebrugge
Please type or print

Assignor Thomas W. Niebrugge
(Signature)

or

Attorney-in-fact _____
(Signature)

1600 Stout Street, Suite 1300
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Assignee James P. Luebbers
(Signature)

or

Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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☆ U.S. GPO: 1998–774-004/41005

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

THIS instrument was acknowledged before me this 8th day of October, 1998, by Thomas W. Niebrügge, an individual.

My commission expires:

April 30 2001

Notary Public

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

THIS instrument was acknowledged before me this 15th day of October, 1998, by John P. Lockridge, an individual.

My commission expires:

Sept. 23, 2002

Notary Public

CAROL HEALD STANISLAW
NOTARY PUBLIC
STATE OF COLORADO

RECEIVED
FEB 25 1999

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 OCT 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

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

Lease Serial No.
WYW-143651

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* John P. Lockridge
   Street 1801 Broadway, Suite 1250
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R107W, 6th PM Sec. 24: W½ Sec. 25: All Sec. 26: All Sublette County, WY	100%	100%	0%	0%	0%

272086

RECORDED March 5, 1999 M
IN BOOK 110 Ord6 PAGE 493
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

10.15A

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

Assignment approved effective NOV 01 1998

☐ Assignment approved for attached land description

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

/s/ Pamela J. Lewis
By

Chief, Leasable Minerals Section FEB 12 1999

493

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.

Assume

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 8th day of October, 19 98

Name of Assignor as shown on current lease Thomas W. Niebrugge
Please type or print

Assignor Thomas W. Niebrugge
(Signature)
or
Attorney-in-fact _____
(Signature)

1600 Stout Street, Suite 1300
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Executed this 15th day of October, 19 98

Assignee James L. Ludwig
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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☆ U.S. GPO: 1998-774-004/41005

[redacted] [redacted] [redacted]

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

THIS instrument was acknowledged before me this 8th day of October, 1998, by Thomas W. Niebrugge, an individual.

My commission expires:

April 30 2001

Notary Public

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

THIS instrument was acknowledged before me this 15th day of October, 1998, by John P. Lockridge, an individual.

My commission expires:

Sept. 23, 2002

Notary Public

CAROL HEALD STANISLAW
NOTARY PUBLIC
STATE OF COLORADO

ASSIGNMENT OF MINERAL INTEREST

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

THAT, HELEN E. MUNSON DONALDSON, whose address is THE BONAVENTURE, #135, 5200 KELLER SPRINGS RD., DALLAS, TEXAS 75248, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has this day transferred, assigned and conveyed, and does by these presents and subject to the terms and conditions hereof, transfer, assign and convey unto RAY E. McNUTT, whose address is C/O MRS. CHARLES BISHIP, 540 INDIAN CREEK DRIVE, TROPHY CLUB TEXAS, hereinafter referred to as "Assignee" all of Assignor's right, title and interest in certain lands located in Sublette County, Wyoming further described as follows:

Township 27 North, Range 111 West, 6th P.M.
Section 8, SW 1/4 SE 1/4
Section 17, NE 1/4
containing 200.00 acres, more or less

This assignment is made without warranty of title, express or implied, even as against the Assignor's own acts, but is made with full substitution and subrogation of all of the Assignor's rights or causes of action and warranty against all former owners of the property herein assigned.

This assignment and the terms and conditions hereof shall be binding upon the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 3rd day of March, 1999.

ASSIGNOR

Helen Munson Donaldson

Helen Munson Donaldson

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 3rd day of March, 1999.

Barbara Hilty
Notary Public
State of Texas

My commission expires

NOTARY PUBLIC STATE OF TEXAS
BARBARA HILTY
Notary Public, State of Texas
My Comm. Expires 10/08/00

272127

RECORDED March 9 1999 8:30A M
IN BOOK 110 O+G PAGE 496
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY/PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted]

LEASE NO.: 98[redacted]784

PARCEL NO.: 1177

FUND: M.H.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

Shama Zoe Ltd. Partnership

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

46.60 Lots 3,4 Section 6, Twp. 29 N., Rg. 110 W., 6th P.M.

RECORDED March 9 1999 M 10:50A
IN BOOK 110 OTG PAGE 497
272138 FEES $8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Booton

County: Sublette Total Acres: 46.60 Advance Rental $: 47.00
($1.00 per acre or fraction thereof)

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of January ,1999 A.D.

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

By: _____
Director
Office of State Lands and Investments

SHAMA ZOE LIMITED PARTNERSHIP

LESSEE: By Gilman A. Hill
Gilman A. Hill, General Partner

Address: 7128 S. Poplar Lane

City: Englewood State: CO Zip: 80112

Telephone No. (303) 771-1101

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES.

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

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

99 FEB 18 AM 10 22

[redacted] [redacted] [redacted]

LEASE NO.: 98-00785

PARCEL NO.: 1178

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

Shama Zoe Ltd. Partnership

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40.00 NE4SW4 Section 6, Twp. 29 N., Rg. 110 W., 6th P.M.

272139

RECORDED March 9 99 M 10:50A
IN BOOK 110 O+G PAGE 499
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

County: Sublette **Total Acres: 40.00** **Advance Rental $: 40.00**
($1.00 per acre or fraction thereof)

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of January ,1999 A.D.

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

By: _____
Director
Office of State Lands and Investments

SHAMA ZOE LIMITED PARTNERSHIP

LESSEE: Gilman A. Hill General Partner
Gilman A. Hill, General Partner

Address: 7128 S. Poplar Lane

City: Englewood State: CO Zip: 80112

Telephone No. (303) 771-1101

500

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

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(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

CONVEYANCE OF PRODUCTION PAYMENT

This Conveyance of Production Payment (this "Conveyance"), is from **McMURRY OIL COMPANY**, a Wyoming corporation, whose address is P.O. Box 220, Casper, Wyoming 82602, -0220, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, whose address is P.O. Box 1363, Cheyenne, Wyoming 82003, and **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602-0949 (individually "Seller" and collectively, "Sellers"), to MCNIC OIL & GAS PROPERTIES, INC., a Michigan corporation, whose address is 370 Seventeenth Street, Suite 5650, Denver, Colorado 80202 ("Buyer").

WHEREAS, Sellers are the owners of undivided interests in certain oil and gas leases described in Exhibit A hereto (the "Leases") to the extent the Leases cover the lands located in Sublette County, Wyoming described in Exhibit A (the "Subject Interests").

WHEREAS, Sellers have agreed to convey to Buyer a production payment in and to such oil and gas leases in accordance with the terms set forth herein.

NOW, THEREFORE, for $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I
CONVEYANCE AND RELATED MATTERS

1.1 *Conveyance*. Each Seller hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, SETS OVER and DELIVERS unto Buyer, effective 7:00 a.m., Mountain Daylight Savings Time on June 1, 1997, as a production payment ("Production Payment"), a limited term overriding royalty interest in each of the Subject Interests and in and to the natural gas ("Gas") in and under and that may be produced and saved from the lands covered by the Subject Interests, payable out of the first Gas produced and saved from the Subject Interests each day, in an amount which will entitle Buyer to a share of production equal to the lesser of the Subject Quantity for such Seller as defined in Article II of this Agreement or seventy percent (70%) of Seller's working interest in the Subject Interests, together with all and singular the rights and appurtenances thereto in anywise belonging.

TO HAVE AND TO HOLD the Production Payment unto Buyer, its successors and assigns forever, subject to the following terms, provisions and conditions.

1.2 *Non-Operating, Non-Expense-Bearing Interest*. The Production Payment conveyed hereby is a non-operating, non-expense-bearing limited term overriding royalty interest in and to the Subject Interests, free of all cost, risk and expense of production, operations and delivery at the wellhead ("Delivery Point"). In no event shall Buyer ever be liable or responsible in any way for payment of any costs, expenses or liabilities attributable to the Subject Interests (or any part thereof)

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June 10, 1997 4:14 pm

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SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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or incurred in connection with the production, saving or delivery of Gas comprising a part of the Production Payment to the Delivery Point. This Conveyance is an absolute conveyance of a real property interest.

1.3 *Termination*. The Production Payment shall remain in full force and effect until Seller has delivered to Buyer or to Buyer's credit 5,475,000 MMBTU of Gas (the "Termination Time"). At the Termination Time, all rights, titles and interests herein conveyed shall automatically terminate and vest in Seller and, within 30 days after request by Seller, Buyer shall execute and deliver such instrument or instruments as may be necessary to evidence the termination of the Production Payment. In the event any individual Subject Interest (or portion thereof, as applicable) should terminate before the Termination Time and not be extended, renewed or replaced, the Production Payment shall no longer apply to that particular Subject Interest (or such portion thereof, as applicable), but the Production Payment shall remain in full force and effect and undiminished as to all remaining Subject Interests (and the remainder portion of such Subject Interest, as applicable), and neither the Subject Quantity, any Adjustment Amount, nor the amount described in the initial sentence of this Section 1.3 shall ever be reduced or diminished by reason of the termination of a Lease (or the termination of a Lease as to such portion thereof, as applicable).

1.4 *Delivery to Buyer*. Gas comprising a part of the Production Payment shall be delivered to Buyer, or to the credit of Buyer, at the Delivery Point. As between Seller and Buyer, Seller shall be in exclusive control and possession of Gas deliverable hereunder and responsible for any loss, damage or injury caused thereby prior to the Delivery Point, after which Buyer (unless Seller and Buyer agree otherwise) shall be deemed to be in exclusive control and possession thereof and responsible for any loss, injury or damage caused thereby.

1.5 *Certain Limitations*. The Production Payment shall be subject to the following provisions:

(a) Buyer shall look solely to Gas comprising a part of the Production Payment for satisfaction and discharge of the Production Payment, and Seller shall not be personally liable for the payment and discharge thereof. However, the foregoing sentence shall not relieve Seller of any obligation under this Conveyance and the Production Agreement or any obligation to respond in damages for any breach of this Conveyance or the Production Agreement.

(b) Gas comprising a part of the Production Payment shall not include (i) any Gas lost in the production process or used for operations and (ii) any Gas relinquished by Seller to another party as a result of a non-consent election made by Seller.

(c) Each Month prior to and including the Termination Time, the Production Payment shall apply to each of the Subject Interests, and the Production Payment Gas

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delivered to Buyer or to Buyer's credit as provided in Section 1.4 of this Conveyance shall be credited and applied as follows: first, to the delivery of the Scheduled Amount for such Month, then to the delivery of the Adjustment Amount, if any, for such Month.

(d) The occurrence of an event of Force Majeure shall not suspend or affect the calculation of the Adjustment Amount hereunder.

1.6 *Measurement.* The unit of volume for the purpose of measurement shall be one cubic foot of Gas at a base temperature of 60° Fahrenheit and at a base pressure of 14.73 psia. Such measured volumes, converted to Mcf, shall be multiplied by their gross heating value per cubic foot, and the product thereof shall be divided by 1,000 to determine MMBtus received and delivered hereunder. The gross heating value of the Gas shall be determined by the operator of the measurement facilities at the Delivery Point pursuant to applicable tariffs or existing agreements.

1.7 *Royalties; Taxes.* The Production Payment shall be free of (and without deduction therefrom of) any and all royalties and other burdens on production and shall bear no part of same; the Subject Interests shall be burdened with, and Seller shall timely pay, all such royalties and other burdens on production, and Seller shall defend, indemnify and hold Buyer harmless from and against any loss or claim with respect to any such royalties and other burdens on production or any claim by the owners or holders of such royalties and other burdens on production. Seller, as the owner of the Subject Interests, shall bear and pay all ad valorem, property, severance, gross production, excise and other taxes and governmental charges and assessments imposed on the Subject Interests (collectively, "Taxes"), the Production Payment or the Gas comprising a part of the Production Payment, it being agreed that the Gas comprising a part of the Production Payment shall be free of, and delivered without deduction for, any such amounts or any kind of Taxes.

1.8 *Mortgage; Assignment.* During the term of the Production Payment, (a) Seller shall not mortgage, pledge or hypothecate the Subject Interests or create or allow to remain thereon any lien or security interest thereon or on any Gas produced therefrom, except with the written consent of Buyer, which consent shall not be unreasonably withheld, and (b) Seller shall not assign, sell, convey or otherwise transfer the Subject Interests or any part thereof to the extent such assignment, conveyance or transfer reduces Seller's net revenue interest below the amount set forth on Exhibit A hereto unless the transferee expressly agrees to assume and perform all of Seller's obligations under this Conveyance, and such sale, transfer or assignment is made and accepted expressly subject and subordinate to this Conveyance. Any purported mortgage, pledge, hypothecation, lien, security interest, assignment, sale, conveyance or other transfer in contravention of the foregoing terms shall be null and void. Buyer hereby consents to the mortgaging of the Subject Interests as collateral for a loan not to exceed Five Million Dollars ($5,000,000.00) and agrees that the delivery of the Production Payment shall be subordinate to the rights of the lender under such loan.

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1.9 *Title*. Seller warrants and represents that the Leases are valid and subsisting oil and gas leases covering the lands described in Exhibit A; that Seller's ownership of the Subject Interests (a) entitles Seller to a share of all Gas produced, saved and marketed from each well described in Exhibit A, and of the proceeds of such production, after giving effect to and/or deducting all applicable royalties, overriding royalties and other burdens or payments out of production (except the Production Payment), not less than the net revenue interests identified on Exhibit A for such well, and (b) obligates Seller to pay a share of all costs of operation and development of each well not greater than the respective operating right or working interest identified on Exhibit A for such well. Seller hereby binds itself and its successors, to warrant and forever defend all and singular title to the Production Payment and the Gas comprising a part thereof, subject only to the Permitted Encumbrances (as defined below), unto Buyer, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. There is also hereby conveyed to Buyer, by way of substitution and subrogation, all rights of warranty and contractual representations or covenants of any kind or nature held by Seller against any of Seller's respective predecessors in title.

As used herein, the term "Permitted Encumbrances" shall mean the following:

(i) lessors' royalties, overriding royalties, reversionary interests and similar burdens of record which do not cause the net revenue interests of Seller (prior to consideration of the Production Payment) to be less than those set forth on Exhibit A;

(ii) division orders and sales contracts terminable without penalty upon no more than 30 days' notice to the purchaser;

(iii) liens for taxes or assessments not yet delinquent;

(iv) materialman's, mechanic's, repairman's, employee's, contractor's, operator's and other similar liens or charges arising in the ordinary course of business securing amounts not yet due and payable;

(v) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations incidental to the ownership of the Subject Interests;

(vi) all other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects and irregularities affecting the Leases which taken individually or together: (A) do not secure an obligation in respect of borrowed money; (B) do not interfere materially with the operation, value or use of any of the Leases; (C) do not prevent Seller from receiving the proceeds of production from any of the Leases or Buyer from receiving Gas comprising a part of the Production

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Payment, or the proceeds thereof; (D) do not reduce the net revenue interests set forth in Exhibit A; and (E) do not increase the portion of the costs and expenses relating to any Leases that Seller is obligated to pay above the operating rights or leasehold interest share set forth in Exhibit A; and

(vii) the agreements, contracts and other instruments described in Exhibit B to the extent the same are valid and subsisting and burden or apply to the Subject Interests or any part thereof.

ARTICLE II
DEFINITIONS

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints and prohibitions of government, either federal or state, inability to obtain necessary materials, supplies (other than Gas), or permits due to existing or future rules, orders, or laws of governmental authorities (both federal and state), civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, freezing of lines of pipe, interruption or curtailment of firm or interruptible transportation services provided by third party transporters, and any other causes whether of the kind herein enumerated or otherwise, which are not anticipated at the date of execution hereof, which are not within the control of the party claiming suspension and which by the exercise of due diligence such party could not have prevented or is unable to overcome. By way of illustration, the term "Force Majeure" shall not include shutdowns or interruptions due to routine maintenance, repairs or workovers; or depletion of reserves.

"Month" means the period beginning at 7:00 a.m. EST on the first day of a calendar month and ending 7:00 a.m. EST on the first day of the immediately following calendar month.

"Production Agreement" means the Production and Delivery Agreement executed on the date of this Conveyance, by and between Seller and Buyer, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"Subject Quantity" means the following quantities of Gas per day:

For McMurry:	50.000%	3,750.000	MMBTUs per day
For Ft. Collins:	37.375%	2,803.125	MMBTUs per day
For Nerd:	12.625%	946.875	MMBTUs per day
Total:		7,500.000	MMBTUs per day

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In the event the quantity (expressed in MMBTUs) of Production Payment Gas actually received by Buyer during a month from a Seller is less than the quantity which Buyer should have received from such Seller for such Month based upon the Subject Quantity for such Seller set forth above (plus any daily deficiency quantity added to the Subject Quantity for such month as herein provided) multiplied by the number of days in such month, the deficiency shall be carried forwarded to the subsequent month and the Subject Quantity for the subsequent month shall be the Subject Quantity set forth above plus a daily deficiency quantity in an amount equal to the deficiency divided by the number of days in the subsequent month.

ARTICLE III
MISCELLANEOUS

3.1 *Protection to Purchasers.* No company or person purchasing or taking or processing Gas comprising a part of the Production Payment shall be required to take notice of, or to keep informed concerning, termination of the Production Payment, until actual receipt of written notice from Buyer advising such company or person of such termination.

3.2 *Governing Law.* THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WYOMING.

3.3 *Successors and Assigns.* The provisions and conditions contained in this Conveyance shall run with the land and the respective interests of Seller and Buyer and (subject to the foregoing restrictions in Section 1.8) shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. All references herein to either Seller or Buyer shall include their respective successors and assigns.

3.4 *Counterpart Execution.* This Conveyance is executed in multiple originals all of which shall constitute one and the same Conveyance; provided, however, in order to facilitate recording of this Conveyance in the public records of each of the jurisdictions in which the Leases are located, the exhibits attached to a counterpart recorded in a single jurisdiction may contain only those pages (or portions thereof) which apply to properties located in such jurisdiction.

3.5 *Certain References.* Certain agreements, contracts and other documents are listed in Exhibits A and B and included in the definition of Permitted Encumbrances. References herein or in Exhibits A and B to Permitted Encumbrances are made solely for the purpose of protecting Seller on Seller's warranties and representations as to the Subject Interests, and without regard to whether or not any Permitted Encumbrance is valid, subsisting, legal or enforceable or affects the Production Payment; and such references are not intended to constitute and shall not constitute any sort of recognition or acknowledgment by any party as to the validity, legality or enforceability of the same or of any term, provision or condition thereof or the applicability thereof to the Production Payment, and shall not revive or ratify the same or create any rights in any third person. No provision in this

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Conveyance shall be construed as an agreement or expression of intent by Buyer to acquire the Production Payment subject to any unrecorded Permitted Encumbrance.

3.6 *Partial Invalidity*. Except as otherwise expressly stated herein, in the event any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions of this Agreement which shall remain in full force and effect.

3.7 *No Waiver*. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3.8 *No Partnership*. Nothing contained herein shall be construed as creating a partnership, joint venture, association, trust, mining partnership or other entity, whether for state law or federal income tax law purposes, or constituting any party the agent of (or making any party liable for the obligations of) any other party, or giving Buyer any control over the operation or management of the Subject Interests.

3.9 *No Third-Party Beneficiary*. This Agreement is not intended to create, nor shall it be construed to create, any rights in any third party under doctrines concerning third-party beneficiaries.

EXECUTED in multiple originals on this 9th day of June, 1997, effective as herein provided.

SELLERS:

McMURRY OIL COMPANY

By: _____
John W. Martin, President

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FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Executive Vice- President

NERD ENTERPRISES, INC.

By: _____
President

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 9 day of June, 1997, by John W. Martin, President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: _____

ANNITA EALUM NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 16, 2000

_____
Notary Public

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

The foregoing instrument was acknowledged before me this 20th day of June, 1997, by William R. Weeks, Executive Vice President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: 10/5/98

Kay R. Kinner
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 9 day of June, 1997, by Mick McMurry President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public

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EXHIBIT A

Producing wells:		Net Revenue Interests: McMurry	Ft Collins	Nerd	Total	Gross Working Interests: McMurry	Pt. Collins	Nerd	Total
Sec. 4 T28N-R108W:	WYW-057921								
Jonah Federal #2-4	CSW, Sec. 4:	22.110001%	15.024333%	5.527500%	42.661833%				
Jonah Federal #3-4	NWSE, Sec 4.	22.110001%	15.024333%	5.527500%	42.661833%				
Sec. 5 T28N-R108W:	WYW-125843								
Jonah Federal #2-5	CSE, Sec. 5:	8.085001%	11.044824%	4.003490%	23.133314%				
Sec. 6 T28N-R108W:	WYW-125843								
Jonah Federal #1-6	CSE, Sec. 6.	8.085001%	11.044824%	4.003490%	23.133314%				
Sec. 7 T28N-R108W:	WYW-125843								
Jonah Federal #1-7	NEAL Sec. 7:	8.085001%	11.044824%	4.003490%	23.133314%				
Jonah Federal #3-7	SWA, Sec. 7	8.085001%	11.044824%	4.003490%	23.133314%				
Sec. 8 T28N-R108W:	WYW-125843								
Jonah Federal #1-8	NENE, Sec. 8	23.100000%	16.932834%	6.208125%	46.240959%				
Jonah Federal #2-8	SEMW, Sec. 8:	23.100000%	16.932834%	6.208125%	46.240959%				
Jonah Federal #2-8A	NWNW, Sec. 8:	23.100000%	16.932834%	6.208125%	46.240959%				
Sec. 9 T28N-R108W:	W-6677-B								
Wardell Federal #1	SWSW, Sec. 9:	20.877593%	14.020202%	5.189309%	39.887105%				
Sec. 25 T29N-R108W:	WYW-127748								
Cabrito #13-25	SWSW, Sec. 25	11.709552%	7.868270%	3.375513%	22.831334%				
Sec. 26 T29N-R108W:	WYW-127748								
Stud Horse Butte #3-26	SWNW, Sec 26:	4.009161%	2.774664%	1.068084%	7.751666%				
Stud Horse Butte #11-26	NESW, Sec. 26:	11.709552%	7.868270%	3.375513%	22.831334%				
Stud Horse Butte #13-26	SWSW, Sec. 26:	11.709552%	7.868270%	3.375513%	22.831334%				
Stud Horse Butte #15-26	SWSE, Sec. 26:	11.709552%	7.868270%	3.375513%	22.831334%				

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		Net Revenue Interests:				Gross Working Interests:			
		McMurry	Ft Collins	Nerd	Total	McMurry	Pt. Collins	Nerd	Total
Sec. 27: T20N-R108W:	WYW-107888								
Stud Horse Butte #5-27	SWNW, Sec. 27:	11.769552%	7.686270%	3.375513%	22.831334%				
Stud Horse Butte #9-27	NESE, Sec. 27:	11.769552%	7.686270%	3.375513%	22.831334%				
Stud Horse Butte #11-27	NESW, Sec. 27:	11.769552%	7.686270%	3.375513%	22.831334%				
Stud Horse Butte #13-27	SWSW, Sec. 27:	4.219019%	2.787788%	1.119655%	8.126542%				
Sec. 28: T20N-R108W:	WYW-123828								
Stud Horse Butte #9-28	NESE, Sec. 28:	11.769552%	7.686270%	3.375513%	22.831334%				
Stud Horse Butte #15-28	SWSE, Sec. 28:	11.769552%	7.686270%	3.375513%	22.831334%				
* Stud Horse Butte #11-2	NESW, Sec. 28:	11.769552%	7.686270%	3.375513%	22.831334%				
* Stud Horse Butte #13-2	SWSW, Sec. 28:	11.769552%	7.686270%	3.375513%	22.831334%				
Sec. 29: T29N-R108W:	WYW-123848								
Stud Horse Butte #15-29	SWSE, Sec. 29:	11.769552%	7.686270%	3.375513%	22.831334%				
Sec. 33: T29N-R108W:	WYW-125844								
Stud Horse Butte #1-33	NENE, Sec. 33:	23.100000%	16.832834%	6.208125%	46.240959%				
Stud Horse Butte #3-33	NENW, Sec. 33:	23.100000%	16.832834%	6.208125%	46.240959%				
Stud Horse Butte #11-33	NESW, Sec. 33:	23.100000%	16.832834%	6.208125%	46.240959%				
Stud Horse Butte #15-33	SWSE, Sec. 33:	23.100000%	16.832834%	6.208125%	46.240959%				
Sec. 34: T29N-R108W:	WYW-100992								
Stud Horse Butte #3-34	SWNW, Sec. 34:	23.347501%	17.589709%	5.836875%	46.774084%				
Stud Horse Butte #13-34	SWSW, Sec. 34:	23.347501%	17.589709%	5.836875%	46.774084%				
Stud Horse Butte #15-34	SWSE, Sec. 34:	23.347501%	17.589709%	5.836875%	46.774084%				
Sec. 35: T29N-R108W:	WYW-100992								
Stud Horse Butte #1-35	NENE, Sec. 35:	23.347501%	17.589709%	5.836875%	46.774084%				
Stud Horse Butte #13-35	SWSW, Sec. 35:	23.347501%	17.589709%	5.836875%	46.774084%				
* Stud Horse Butte #3-35	NENW, Sec. 35:	23.347501%	17.589709%	5.836875%	46.774084%				
* Stud Horse Butte #11-3	NESW, Sec. 35:	23.347501%	17.589709%	5.836875%	46.774084%				
Sec. 36: T29N-R108W:	ST WY 000-00363								
Stud Horse Butte #2-36	NWNE, Sec. 36:	10.844550%	8.000440%	2.798010%	19.743000%				
Stud Horse Butte #4-36	NWNW, Sec. 36:	10.844550%	8.000440%	2.798010%	19.743000%				
* Stud Horse Butte #6-36	SENW, Sec. 36:	10.844550%	8.000440%	2.798010%	19.743000%				
Sec. 13: T29N-R109W:	WYW-141883								
* Yellow Point #1-13	NENE, Sec. 13:	11.769552%	7.686270%	3.375513%	22.831334%				

* Wells drilling or to be drilled as of 08/01/97.

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3819900031

EXHIBIT "B"

Attached to and made a part of that certain Conveyance of Production Payment from McMurry Oil Company, Fort Collins Consolidated Royalties, Inc. and Nerd Enterprises, Inc. as "Sellers", to MCNIC Oil & Gas Company, Inc. as "Buyer".

(1) Jonah Field Development Agreement, Sublette County, Wyoming, dated effective the 1st day of April, 1996, by and between McMurry, et al. and CoEnergy Rockies, Inc.;

(2) Purchase and Sale Agreement effective June 1, 1994, by and between McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward M. Warner ("McMurry, et al.") and Snyder Oil Corporation ("SOCO"), amended effective June 14, 1995;

(3) Farmout Agreement made and entered into June 17, 1994, by and between McMurry, et al. and SOCO as amended by Amendment pertaining to the Stud Horse Butte 4-36 Well dated May 1, 1996;

(4) Area of Mutual Interest Agreement made and entered into June 1, 1994, by and between McMurry, et al. and SOCO;

(5) Gas Gathering Agreement dated as of June 1, 1994 between McMurry Oil Company and SOCO pertaining to the "Subject Properties" as defined in the Purchase and Sale Agreement described in (b) above, amended effective March 31, 1995;

(6) Gas Gathering Agreement between McMurry Oil Company and SOCO attached to the Farmout Agreement described in (c) above, amended effective as of March 31, 1995;

(7) Gas Balancing Agreements between McMurry, et al. and SOCO, attached to the Joint Operating Agreements attached to Purchase and Sale Agreement (b) above and Farmout Agreement (c) above, amended effective October 1, 1994;

(8) Operating Agreement, dated August 25, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-28-N, R-108-W, Section 28: All, Sublette County, Wyoming;

(9) Operating Agreement, dated September 24, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-28-N, R-108-W, Section 15: All, Sublette County, Wyoming;

301900032

(10) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 26: All, Sublette County, Wyoming;

(11) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 27: All, Sublette County, Wyoming;

(12) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(13) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation (now Williams Field Service) and McMurry Oil Company dated July 31, 1992;

(14) Letter Agreement dated February 25, 1992, by and between McMurry Oil Company and Presidio Exploration, Inc. regarding Sale of Oil and Gas Interests, Wardell Prospect, Sublette County, Wyoming;

(15) Letter Agreement dated February 10, 1992, by and between McMurry Oil Company and John L. Higgins, III; and Presidio Exploration, Inc. regarding Lease Participation Agreement;

(16) Agreement, Assignment and Bill of Sale dated March 9, 1992 by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III;

(17) Natural Gas Purchase and Sales Agreement, dated as of the 1st day of January, 1996 by and between McMurry Oil Company and FMC Corporation;

(18) Operating Agreement dated December 21, 1992, by and between McMurry Oil Company (Operator) and Doris M. McMurry, J.J. Meir, Dean J. Geist, Joe J. Wenzel, Curtis Rochelle, Marian H. Rochelle, Louise A. Leeman by Marian H. Rochelle POA, F&H Investment, and Vernon Rissher (Non-Operators); and Farmout Agreement attached thereto as Exhibit "H".

(19) Farmout Agreement dated July 22, 1974 between Rainbow Resources, Inc., Oil and Gas Futures, Inc. of Texas, Terra Resources, Inc., Petroleum Resources Company, Greenbrier Limited, Inc., Pinedale Corporation and Davis Oil Company.

(20) Joint Operating Agreement dated April 2, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators covering all of Section 29, Township 29 North, Range 108 West, 6th P.M.

301900033

(21) Joint Operating Agreement dated May 8, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators covering all of Section 36, Township 29 North, Range 108 West, 6th P.M.

(22) Joint Operating Agreement dated July 3, 1996 among McMurry Oil Company as Operator and CoEnergy Rockies, Inc., et al. as Non-Operators covering all of Section 4, Township 28 North, Range 108 West, 6th P.M.

(23) Joint Operating Agreement dated April 1, 1996 among McMurry Oil Company as Operator and CoEnergy Rockies, Inc., et al. as Non-Operators covering all of Section 34, Township 29 North, Range 108 West, 6th P.M.

(24) Unit Agreement for the Development and Operation of the Cabrito Unit Area, Sublette County, Wyoming, dated _____, 1996, among Snyder Oil Corporation as Operator and McMurry Oil Company, et al. as Non-Operators.

(25) Unit Operating Agreement dated _____, 1996, covering the Cabrito Unit among Snyder Oil Corporation as Operator and McMurry Oil Company, et al. as Non-Operators.

(26) Unit Agreement for the Development and Operation of the Corona Unit Area, dated June 19, 1996, among Snyder Oil Corporation as Operator and McMurry Oil Company, et al.

(27) Unit Operating Agreement for the Corona Unit Area date as of June 19, 1996 among Snyder Oil Corporation as Operator and McMurry Oil Company, et al. as Non-Operators.

(28) Unit Agreement for the Development and Operation of the Cantina Unit Area, dated November 13, 1996, among Snyder Oil Corporation as Operator and McMurry Oil Company, et al.

(29) Unit Operating Agreement for the Cantina Unit Area dated November 13, 1996 among Snyder Oil Corporation as Operator and McMurry Oil Company, et al. as Non-Operators.

(30) The rights reserved in Articles XI and X of that certain Lease Participation Agreement dated December 3, 1991, by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III.

(31) Gas Gathering Agreement dated effective April 1, 1996 among CoEnergy Rockies, Inc., McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner as Producers and Green River Pipeline LLC as Operator.

301908834

[redacted] [redacted] [redacted]

(32) That certain Gas Gathering and Processing Agreement dated as of February 1, 1997 by and between Williams Field Services Company, as agent for Williams Gas Processing Company ("WFS") and McMurry Oil Company, Amoco Production Company, Snyder Oil Corporation and McNic Oil and Gas Company.

(33) That certain Gas Processing Agreement dated _____, 1997, between Mountain Gas Resources, Inc. and McMurry Oil Company, MCNIC Oil and Gas Co., Snyder Oil Corporation, and Amoco Production Company.

(34) That certain Gas Processing Agreement dated _____, 1997, between Blacks Fork Gas Processing Company and Snyder Oil Corporation, Amoco Production Company, McMurry Oil Company, Fort Collins Royalty Development Corporation, and MCNIC Oil and Gas Company.

(35) That certain Gas Gathering Agreement dated _____, 1997, between Questar Gas Management Company and McMurry Oil Company, Fort Collins Royalty Development Corporation, Snyder Oil Corporation, Amoco Production Company and McNIC Oil & Gas Company.

3019906035

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CONVEYANCE OF WELLBORE INTEREST

THIS CONVEYANCE OF WELLBORE INTEREST ("Conveyance") dated effective January 1, 1999, at 7:00 AM at the location of the properties ("Effective Time"), is from Donald R. Hembre, whose address is 5913 S. Datura Ct., Littleton, CO 80120, as Assignor, to Lewis & Clark Exploration, whose address is 1100 W. Littleton Blvd, Ste 101, Littleton, CO 80120, as Assignee.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor does hereby transfer, sell, convey and assign to Assignee all of the interests described and conveyed in that certain WELLBORE ASSIGNMENT AND BILL OF SALE dated effective December 3, 1997 between ST Oil Company and III Exploration, Inc, as Assignors, and Donald R. Hembre, as Assignee; which Assignment was recorded April 15, 1998 in the Sublette County, Wyoming records as Document 266767 in Book 107 O&G, Page 500.

Executed on the date herein acknowledged, to be effective for all purposes as of the effective time..

272157

9:00a

RECORDED March 11 1999 M
IN BOOK 110 O+G PAGE 516
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

ASSIGNOR

Donald R. Hembre

ASSIGNEE
Lewis & Clark Exploration Company

Donald R. Hembre, President

STATE OF COLORADO

ss Arapahoe

COUNTY OF ARAPAHOE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of March, 1999 personally appeared Donald R. Hembre, to me known to be the identical person described in and who executed the foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires June 11, 2002

Notary Public

Address 5601 S. Broadway

KARVIE KENNEDY-SCOTT NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
June 11 2002

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

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-118172

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ULTRA RESOURCES, INC.
304 Inverness Way South, Suite 295
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 110 West, 6th P.M. Sec. 25: E2, E2NW, SWNW Sec. 35: ALL Containing 1,080.00 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 8,535 feet on the logs of the Alpine drilled Mesa Federal #22-2 Well, located in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West, Sublette County, Wyoming.	100%	100%	NONE	NONE	6.5% of 8/8ths

272161

RECORDED March 11, 1999 9:55 A M
IN BOOK 110 Oto PAGE 517
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath 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)

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 25th day of January, 19 99

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 1st day of Feb, 19 99

ULTRA RESOURCES, INC.

Transferee By R.G. "Jerry" Albertus
(Signature)
or
Attorney-in-fact R.G. "Jerry" Albertus
President
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

520

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

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-115618

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 110 West, 6th P.M. Sec. 25: NWNW Containing 40.00 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 8,535 feet on the logs of the Alpine drilled Mesa Federal #22-2 Well, located in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West, Sublette County, Wyoming.	100%	100%	NONE	NONE	6.5% of 8/8ths

272162

RECORDED March 11, 1999 9:55A M
IN BOOK 110 O+G PAGE 520
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cath 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 25th day of January, 19 99

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 1ST day of Feb, 19 99

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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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-102774

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. Sec. 33: W2 Containing 320.00 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 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

272163

9:55A

RECORDED March 11, 1999 M
IN BOOK 110 O+G PAGE 523
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Luton

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 Liberty Petroleum Corporation, as provided under paragraphs two and three of Reassignment Rider attached to Assignment of Record Title Interest dated June 2, 1994, from said Liberty Petroleum Corporation, 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 25th day of January, 19 99

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 1st day of Feb, 19 99

ULTRA RESOURCES, INC.

Transferee By (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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

526

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-114059

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. Sec. 33: SE Containing 160.00 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 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

272164

RECORDED March 11 1999 9:55A M
IN BOOK 110 Otg PAGE 526
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Euston

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 25th day of January, 19 99

Name of Transferor SHAMA KAFAR LIMITED PARTNERSHIP, a/k/a Shama Zoe Limited Partnership,
Please type or print

Transferor or Attorney-in-fact By Gilman A. Hill (Signature)
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 1ST day of Feb, 19 99

Transferee ULTRA RESOURCES, INC.

Transferee or Attorney-in-fact By (Signature)
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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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-101780

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. Sec. 29: ALL Sec. 30: Lots 1, 2, 3, 4, E2, E2W2 Sec. 31: Lots 1, 2, 3, 4, E2, E2W2 Sec. 32: ALL Containing 2,541.12 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 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

272165

RECORDED March 11 1999 9:55a M
IN BOOK 110 O+G PAGE 529
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath 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)

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 fifteen (15) 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 Rutter Enterprises, as provided under the second paragraph on the back side of the Assignment of Record Title Interest dated February 23, 1994, from said Rutter Enterprises, Assignor, to JRO, Inc., 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 25th day of January, 19 99

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 1ST day of Feb, 19 99

ULTRA RESOURCES, INC.

Transferee By R.G. "Jerry" Albertus
(Signature)
or
Attorney-in-fact R.G. "Jerry" Albertus
President (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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

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-130736

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 31 North, Range 111 West, 6th P.M. Sec. 4: Lots 1-4, S2N2, S2 Sec. 5: Lots 1-4, S2N2, S2 Containing 1,282.51 acres, more or less, located in Sublette County, Wyoming. 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 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 Well, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West, Sublette County, Wyoming.	100%	100%	NONE	.5% of 8/8ths	6.0% of 8/8ths

272168

RECORDED March 11 1999 9:55 M
IN BOOK 110 O+G PAGE 532
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[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 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 High Plains Associates, Inc., as provided in Reassignment Rider attached to Assignment of Record Title Interest dated May 5, 1994, from said High Plains Associates, Inc., as Assignor, to Shama Zoe Limited Partnership, as Assignee.

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

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 25th day of January, 19 99

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 1ST day of Feb, 19 99

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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

[redacted] [redacted] [redacted]

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-135468

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West, 6th P.M. Sec. 24: S2 Sec. 26: ALL Containing 960.00 acres, more or less, located in Sublette County, Wyoming.	100%	100%	NONE	0.5% of 8/8ths	6.0% of 8/8ths

272167

RECORDED March 11, 1999 9:55 A M
IN BOOK 110 O&G PAGE 535
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacton

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)

535

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.

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 Liberty Petroleum Corporation, as provided under paragraphs two and three of Reassignment Rider attached to Assignment of Record Title Interest dated January 14, 1994, from said Liberty Petroleum Corporation, as Assignor, to Shama Zoe Limited Partnership, as Assignee.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 25th day of January, 19 99

Name of Assignor as shown on current lease SHAMA ZOE LIMITED PARTNERSHIP

Please type or print

Assignor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Assignor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 1ST day of Feb, 1999

ULTRA RESOURCES, INC.

Assignee By [signature]
(Signature)
or
Attorney-in-fact R.G. "Jerry" Albertus
President
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 1997 573-004/41047

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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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-135467

Lease Effective Date
(Anniversary Date)
July 1, 1991

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 30 North, Range 109 West, 6th P.M. Sec. 24: N2 Containing 320.00 acres, more or less, located in Sublette County, Wyoming.	100%	100%	NONE	1.0% of 8/8ths	5.5% of 8/8ths

272168 9:56A

RECORDED March 11, 1999 M
IN BOOK 110 Oto6 PAGE 538
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

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 Liberty Petroleum Corporation, as provided under paragraphs two and three of Reassignment Rider attached to Assignment of Record Title Interest dated January 14, 1994, from said Liberty Petroleum Corporation, as Assignor, to Shama Zoe Limited Partnership, as Assignee.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 25th day of January, 19 99

Name of Assignor as shown on current lease SHAMA ZOE LIMITED PARTNERSHIP
Please type or print

Assignor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Assignor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 1ST day of Feb, 19 99

Assignee ULTRA RESOURCES, INC
By R.G. "Jerry" Albertus
(Signature)
or
Attorney-in-fact R.G. "Jerry" Albertus
President
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 1997: 573-004/41047

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 25th day of January, 1999.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

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

For Ten Dollars ($10.00) and other good and valuable consideration in hand paid, **HOWELL PETROLEUM CORPORATION**, a Delaware corporation, 1111 Fannin Street, Suite 1500, Houston, Texas 77002-6923, has sold, assigned, transferred and conveyed, and by these presents does sell, assign, transfer and convey unto **ENRON OIL & GAS COMPANY**, a Delaware corporation, P. O. Box 4362, Houston, Texas, 77210-4362, an undivided net overriding royalty interest of 0.625% of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from or allocated to the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. The overriding royalty interest herein assigned shall be free and clear of any and all costs and expenses of the development and operation of the leases affected thereby.

This Assignment of Overriding Royalty is made and accepted subject to the terms of the leases, applicable rules, regulations and laws of any federal or state agency having jurisdiction; that certain Stipulation of Interest, Cross Assignment of Oil and Gas Leases and Assignment of Overriding Royalty Interest dated September 7, 1982, recorded in Book 67, Page 160, and that certain Stipulation of Interest, Cross Assignment of Operating Rights and Assignment of Overriding Royalty Interest dated September 7, 1982 and recorded in Book 67, Page 151. Recording references are to the Oil and Gas Records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty is executed this 29th day of January, 1999.

ATTEST:

By: Sally J. McElroy
Sally J. McElroy
Assistant Secretary

HOWELL PETROLEUM CORPORATION

By: Robert T Moffett
Robert T. Moffett
Vice President

272205

RECORDED March 15 1999 M
IN BOOK 110 O&G PAGE 541
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

9:00A

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by Robert T. Moffett, Vice President on behalf of **HOWELL PETROLEUM CORPORATION**, a Delaware Corporation.

Carol J Jessup
Signature

My Commission Expires

CAROL J. JESSUP
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 16, 2002

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Texas

SM012799O

EXHIBIT "A"

Attached to and made a part of that certain Assignment Affecting Overriding Royalty Interests to Oil and Gas Leases dated effective December 1, 1998 between Howell Petroleum Corporation, as Transferor, and Enron Oil & Gas Company, as Transferee, all in Sublette County, Wyoming

HPC NO.	Lessor	Legal Description
WY0013104-000	W-17208	Township 28 North, Range 114 West, 6th PM Section 32: Lots 16 - 20
WY0013116-000	W-20038	Township 28 North, Range 114 West, 6th PM Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4
WY0013117-000	W-20039	Township 28 North, Range 114 West, 6th PM Section 33: SW/4 NE/4
WY0013109-000	W-11603	Township 29 North, Range 114 West Section 21: NE/4, SE/4
WY0013110-000	W-2120	Township 29 North, Range 114 West, 6th PM Section 15: SW/4 Section 22: SW/4
WY0013108-000	St. Lse. 66-5165	Township 28 North, Range 114 West, 6th PM Section 16: SE/4, SW/4
WY0013115-000	W-2121	Township 28 North, Range 114 West, 6th PM Section 28: SW/4 NE/4

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

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

This ASSIGNMENT AND BILL OF SALE (hereinafter referred to as this "Assignment") dated the 29th day of January, 1999, but effective as of the 1st day of December, 1998 (the "Effective Time"), is from Howell Petroleum Corporation, a Delaware corporation, with an office at 1111 Fannin Street, Suite 1500, Houston, Texas 77002-6923 (hereinafter referred to as "Assignor") to Enron Oil & Gas Company, a Delaware corporation, with an office at 1400 Smith Street, Houston, Texas 77002 (hereinafter referred to as "Assignee").

WITNESSETH:

FOR One Hundred Dollars ($100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS AND ASSIGNS to Assignee the properties (real, personal or mixed) and rights (contractual or otherwise) described below (collectively, the "Properties"):

All of Assignor's right, title and interest (including, without limitation, royalty and overriding royalty interests) in and to or derived from the oil, gas and mineral leases and other interests (including mineral interests) described in Exhibit "A" and all of the oil, gas and other minerals in and under and that may be produced from the lands covered by the oil, gas and mineral leases and other interests described in Exhibit "A", and all of Assignor's right, title and interest in and to all oil and gas wells identified in Exhibit "A" and all other oil and gas wells located on the lands covered by the oil, gas and mineral leases and other interests described in Exhibit "A";

All of Assignor's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), to the extent they relate to any of the interests described in Exhibit "A";

All of Assignor's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil sales agreements, casinghead gas sales agreements, gas sales agreements, processing agreements, gathering agreements, transportation agreements, and all other agreements (and other rights and claims against third parties, except to the extent related to indemnities or other obligations of Seller under the Purchase and Sale Agreement referenced in Article IV below to the extent they relate to any of the interests described in Exhibit "A";

All of Assignor's right, title and interest in and to all seismic, geological, and geophysical data owned by or licensed to Assignor to the extent, but only to the extent, such data covers or relates to the Properties or any portion thereof, to the extent the

272206

RECORDED March 15 1999 M 9:00A
IN BOOK 110 D+G PAGE 543
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaton

same is assignable or transferable and subject to any consents to assignment or transfer to which the same may be subject; and

All of Assignor's right, title and interest in and to all easements, permits, licenses, servitudes and rights of way (including but not limited to those described in Exhibit "A"), and all personal property and improvements including but not limited to, wells (whether producing, plugged and abandoned, shut-in, injection, or water supply wells), tanks, boilers, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone lines, telegraph lines, roads and other appurtenances), to the extent the same are situated upon, associated with or appurtenant thereto and used or held for future use in connection with the ownership, operation, maintenance and repair of any of the interests described in Exhibit "A".

subject to the following reservations by Seller:

ASSIGNOR EXCEPTS, RESERVES AND RETAINS, unto itself, its successors and assigns, from the Properties only those vehicles, communications and automation equipment, and other properties (real, personal or mixed) and rights (contractual or otherwise) set forth on Exhibit "B" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors and assigns forever, subject to the following terms and conditions:

1. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the title to the Properties unto Assignee and its successors and assigns, against every person whomsoever lawfully claiming the Properties or any part thereof by, through or under Assignor, but not otherwise. Buyer shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor may have against any and all preceding owners or vendors of the Property or any portion thereof, and the right to enforce all rights accruing under statutes of limitation or prescription.

2. Permitted Encumbrances. This Assignment is made subject to the Permitted Encumbrances, as such term is defined in the Purchase and Sale Agreement.

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 convenants 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 expressly made in accordance with and subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT dated the 25th day of January, 1999, by and between Howell Petroleum Corporation and Enron Oil & Gas Company ("Purchase and Sale Agreement"), and the terms, convenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, convenants 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.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor:

HOWELL PETROLEUM CORPORATION

By: _____
Robert T. Moffett
Vice President

Assignee:

ENRON OIL & GAS COMPANY

By: _____
William E. Albrecht
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by Robert T. Moffett, Vice President on behalf of HOWELL PETROLEUM CORPORATION, a Delaware corporation.

My commission expires:

CAROL J. JESSUP
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 16, 2002

_____
Signature
Name (Printed, Typed or Stamped)
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by William E. Albrecht, Vice President on behalf of ENRON OIL & GAS COMPANY, a Delaware corporation.

My commission expires:

CAROL J. JESSUP
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 16, 2002

_____
Signature
Name (Printed, Typed or Stamped)
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective December 1, 1998, between Howell Petroleum Corporation, as Assignor, and Enron Oil & Gas Company, as Assignee

HPC Lease No.	Federal Serial No.	Legal Description
WY0013100-000	W-0317227	Township 28 North, Range 114 West, 6th PM Section 28: W/2 NW/4, SW/4
WY0013101-000	W-0317227-A	Township 28 North, Range 114 West, 6th PM Section 33: NW/4, N/2 SW/4
WY0013102-000	W-0317228	Township 28 North, Range 114 West, 6th PM Section 28: E/2 NW/4 Section 32: Lots 11-15
WY0013103-000	W-0317229	Township 28 North, Range 114 West, 6th PM Section 29: Lots 1, 2, 9-12, 19 & 20 Section 32: Lots 1-10
WY0013104-000	W-17208	Township 28 North, Range 114 West, 6th PM Section 32: Lots 16-20
WY0013105-000	W-0320213	Township 28 North, Range 114 West, 6th PM Section 20: Lots 1 - 20 Section 29: Lots 3-8, 13-15
WY0013106-000	W-0322610	Township 28 North, Range 114 West, 6th PM Section 29: Lots 16 - 18
WY0013107-000	W-52811	Township 28 North, Range 114 West, 6th PM Section 22: NW/4
WY0013108-000	St. Lse. 66-5165	Township 28 North, Range 114 West, 6th PM Section 16: All
WY0013109-000	W-11603	Township 28 North, Range 114 West, 6th PM Section 21: NE/4, SE/4
WY0013110-000	W-2120	Township 28 North, Range 114 West, 6th PM Section 15: W/2 Section 22: SW/4
WY0013111-000	W-38076	Township 28 North, Range 114 West, 6th PM Section 9: S/2 Section 10: SW/4
WY0013112-000	W-26615	Township 28 North, Range 114 West, 6th PM Section 5: SW/4 SE/4

[redacted] [redacted] [redacted]

EXHIBIT "A"

HPC Lease No.	Federal Serial No.	Legal Description
WY0013113-000	W-9578	Township 28 North, Range 114 West, 6th PM Section 3: Lots 7-10, 15-18 (W/2) Section 4: Lots 5-20 Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4 Section 9: N/2 Section 10: NW/4
WY0013114-000	W-0320843	Township 29 North, Range 114 West, 6th PM Section 33: Lots 1 - 4, NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2
WY0013115-000	W-2121	Township 28 North, Range 114 West, 6th PM Section 28: SW/4 NE/4
WY0013116-000	W-20038	Township 28 North, Range 114 West, 6th PM Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4
WY0013117-000	W-20039	Township 28 North, Range 114 West, 6th PM Section 33: SW/4 NE/4
WY0013118-000	W-0320214	Township 29 North, Range 114 West, 6th PM Section 34: Lots 1 - 4, N/2, N/2 S/2 Section 35: Lots 1 - 4, N/2, N/2 S/2
WY0013119-000	W-0322083	Township 28 North, Range 115 West, 6th PM Section 1: Lots 5 - 8, S/2 Section 12: E/2 Section 13: E/2
WY0013120-000	W-51104	Township 28 North, Range 114 West, 6th PM Section 17: Lot 4 Township 28 North, Range 115 West, 6th PM Section 12: NW/4
WY0013121-000	W-36055	Township 28 North, Range 115 West, 6th PM Section 12: SW/4
WY0013122-000	W-42791	Township 28 North, Range 114 West, 6th PM Section 5: Lots 7, 8 & 12 Section 21: N/2 NW/4, SE/4 NW/4, NE/4 SW/4
WY0013123-000	W-6317	Township 28 North, Range 114 West, 6th PM Section 5: Lot 11
WY0013124-000	W-0311662	Township 28 North, Range 114 West, 6th PM Section 5: Lots 9, 10, 14 - 19 Section 8: Lots 2 - 20 Section 21: W/2 SW/4, SE/4 SW/4

EXHIBIT "A"

HPC Lease No.	Federal Serial No.	Legal Description
WY0013125-000	W-51103	Township 28 North, Range 114 West, 6th PM Section 17: Lots 1 - 3 & 5 - 20
WY0013126-000	W-43217	Township 28 North, Range 114 West, 6th PM Section 8: Lot 1 (NE/4 NE/4)

[redacted] [redacted] [redacted]

EXHIBIT "B"

**Attached to and made a part of that certain
Assignment and Bill of Sale dated effective December 1, 1998,
between Howell Petroleum Corporation, as Assignor, and
Enron Oil & Gas Company, as Assignee**

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

ANSCHUTZ WESTERN CORPORATION, with offices at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10) and other good and valuable consideration does hereby sell, assign, transfer, and convey unto the following named parties, hereinafter referred to as "Assignee," the undivided interest set out after the "Assignee" names listed below in and to the lands and leases specifically shown and set forth on Exhibit "A," together with all corresponding right, title, and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

McLish Resources, L.P.
633 17th Street, Suite 1650
Denver, CO 80202
4.541% of 8/8ths

The Clifton Arbuckle Trust
633 17th Street, Suite 1650
Denver, CO 80202
1.513% of 8/8ths

Helm Hydrocarbons, LLC
1775 Sherman Street, Suite 1955
Denver, CO 80203
11.375% of 8/8ths

Roubidoux, LLC
633 17th Street, Suite 1650
Denver, CO 80202
3.029% of 8/8ths

The Elliott A. Riggs Trust
P.O. Box 711
Farmington, NM 87499
4.542% of 8/8ths

This Assignment is made without covenants of warranty, either expressed or implied, but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

This instrument executed this 18th of February, 1999.

ATTEST:

Pamela S. Kalstrom, Assistant Secretary

ANSCHUTZ WESTERN CORPORATION

Nancy E. Holtz, Assistant Vice President

11:30A

272230

RECORDED March 15 1999 M
IN BOOK 110 Otc PAGE 550
FEES 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sweton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 18th day of February 18, 1999, personally appeared before me Nancy E. Holtz, who, being by me duly sworn did say that she is the Assistant Vice President of Anschutz Western Corporation and that said instrument was signed on behalf of said Corporation by authority of its by-laws, and said Nancy E. Holtz acknowledged to me that said Corporation executed the same.

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

Denise Papoi
Notary Public

My commission expires: 4/29/00

\\AECC01\VOL1\USERS\DPAPOI\Assignments\AWC-Norm.doc

WHEN RECORDED, PLEASE RETURN TO
ANSCHUTZ CORPORATION
555 17th Street, Suite 2400
DENVER, COLORADO 80202

ANSCHUTZ WESTERN CORPORATION

Merna Prospect #2700

LEASE SCHEDULE

EXHIBIT "A," STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NUMBER WY-2700	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK	RECORDED PAGE
00005	David W. Robbins, et ux	Anschutz Western Corporation	2/12/1998 but effective 11/2/98	5 years	T35N-R111W Section 7: Lot 2(36.58), SE¼NW¼ T36N-R112W Section 36: ALL	716.58	716.58	108	466

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

ANSCHUTZ WESTERN CORPORATION, with offices at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10) and other good and valuable consideration does hereby sell, assign, transfer, and convey unto the following named parties, hereinafter referred to as "Assignee," the undivided interest set out after the "Assignee" names listed below in and to the lands and leases specifically shown and set forth on Exhibit "A," together with all corresponding right, title, and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

McLish Resources, L.P.
633 17th Street, Suite 1650
Denver, CO 80202
3.6328% of 8/8ths

The Clifton Arbuckle Trust
633 17th Street, Suite 1650
Denver, CO 80202
1.2104% of 8/8ths

Helm Hydrocarbons, LLC
1775 Sherman Street, Suite 1955
Denver, CO 80203
9.1% of 8/8ths

Roubidoux, LLC
633 17th Street, Suite 1650
Denver, CO 80202
2.4232% of 8/8ths

The Elliott A. Riggs Trust
P.O. Box 711
Farmington, NM 87499
3.6336% of 8/8ths

Prima Oil & Gas Company
1801 Broadway, Suite 500
Denver, CO 80202
10% of 8/8ths

This Assignment is made without covenants of warranty, either expressed or implied, but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

This instrument executed this 18th of February, 1999.

ATTEST:

Pamela S. Kalstrom, Assistant Secretary

ANSCHUTZ WESTERN CORPORATION

Nancy E. Holtz, Assistant Vice President

11:30a

272231

RECORDED March 15, 1999 M
IN BOOK 110 O+G PAGE 552
FEES $8.00 Mary L. Lucero COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Easton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 18th day of February 18, 1999, personally appeared before me Nancy E. Holtz, who, being by me duly sworn did say that she is the Assistant Vice President of Anschutz Western Corporation and that said instrument was signed on behalf of said Corporation by authority of its by-laws, and said Nancy E. Holtz acknowledged to me that said Corporation executed the same.

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

Denise Papoi
Notary Public

My commission expires: 4/29/00

\\AECCOM\VOL1\USER\DPAPOI\Assignments\AWC-Mems2.doc

WHEN RECORDED, PLEASE RETURN TO
ANSCHUTZ CORPORATION
555 17TH ST. SUITE 2400
DENVER, COLORADO 80202

ANSCHUTZ WESTERN CORPORATION

Merna Prospect #2700

LEASE SCHEDULE

EXHIBIT "A," STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NUMBER WY-2700	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK	RECORDED PAGE
00005	David W. Robbins, et ux	Anschutz Western Corporation	2/12/1998 but effective 11/2/98	5 years	T35N-R112W Section 1: Lot 1(39.99), 2(39.98), 3(39.98), SW¼NE¼, E½SW¼, W½SE¼ Section 12: NE¼	479.95	479.95	108	466

554

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, Enron Oil & Gas Company, herein called "Lessee", is the owner and holder of the following described oil and gas lease:

Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 664, of the oil and gas records of Sublette County, State of Wyoming, covering 800.00 acres, more or less, situated in said county, as described in such lease, to-wit:

Township 32 North, Range 113 West
Section 10: S/2SE/4
Section 11: SW/4SW/4
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

which lease, as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease".

THEREFORE, for valuable consideration and mutual benefits, receipt of which is hereby acknowledged, the undersigned hereby ratifies, adopts, and confirms said lease and does hereby grant, lease, and let to Lessee, its heirs, successors, and assigns, the land covered by said lease, upon and subject to the terms and conditions set out in said lease.

EXECUTED This 3rd day of March, 1999

272241

RECORDED March 15 1999 3:06p M
IN BOOK 110 016 PAGE 554
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buxton

Patrick Johnson

State of Wyoming

County of Sublette

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 1999, personally appeared Patrick Johnson, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires 2/21/2003

Susan Gulbrandson
Notary Public

SUSAN GULBRANDSON NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Susan Gulbrandson
County of Sublette
My Commission Expires

Notary Public
State of
Wyoming
Feb. 21, 2003

RATIFICATION OF OIL AND GAS LEASE(S)

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, Enron Oil & Gas Company, herein called "Lessee", is the owner and holder of the following described oil and gas lease(s):

Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 661, of the oil and gas records of Sublette County, State of Wyoming, covering 1,618.81 acres, more or less; and Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 664, of the oil and gas lease records of Sublette County, State of Wyoming, covering 800.00 acres, more or less, situated in said county, as fully described in such lease(s), to-wit:

Township 32 North, Range 113 West
Section 08: Lots 1,2, S/2NE/4, N/2SW/4, SE/4NW/4, NE/4SE/4
Section 09: Lots 3,4, S/2NW/4, NW/4SW/4
Section 10: S/2SE/4
Section 11: SW/4SW/4, N/2S/2
Section 12: Lots 1,2, N/2S/2
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

which lease(s), as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease(s)".

THEREFORE, for valuable consideration and mutual benefits, receipt of which is hereby acknowledged, the undersigned hereby ratifies, adopts, and confirms said lease(s) and does hereby grant, lease, and let to Lessee, its heirs, successors, and assigns, the land covered by said lease(s), upon and subject to the terms and conditions set out in said lease(s).

EXECUTED This 4th day of March, 1999

Pauline E. Berdahl

Pauline E. Berdahl, f/k/a Pauline E. Fear

State of Colorado

County of Jefferson

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 1999, personally appeared Pauline E. Berdahl, f/k/a Pauline E. Fear to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires 7-25-2000 272242 Notary Public

RECORDED March 15 1999 9:05 A M
IN BOOK 110 OR6 PAGE 555
FEES $6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

RATIFICATION OF OIL AND GAS LEASE(S)

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, Enron Oil & Gas Company, herein called "Lessee", is the owner and holder of the following described oil and gas lease(s):

Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 661, of the oil and gas records of Sublette County, State of Wyoming, covering 1,618.81 acres, more or less; and Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 664, of the oil and gas lease records of Sublette County, State of Wyoming, covering 800.00 acres, more or less, situated in said county, as fully described in such lease(s), to-wit:

Township 32 North, Range 113 West
Section 08: Lots 1,2, S/2NE/4, N/2SW/4, SE/4NW/4, NE/4SE/4
Section 09: Lots 3,4, S/2NW/4, NW/4SW/4
Section 10: S/2SE/4
Section 11: SW/4SW/4, N/2S/2
Section 12: Lots 1,2, N/2S/2
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

which lease(s), as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease(s)".

THEREFORE, for valuable consideration and mutual benefits, receipt of which is hereby acknowledged, the undersigned hereby ratifies, adopts, and confirms said lease(s) and does hereby grant, lease, and let to Lessee, its heirs, successors, and assigns, the land covered by said lease(s), upon and subject to the terms and conditions set out in said lease(s).

EXECUTED This 4th day of March, 1999.

Frank A. Fear
Frank A. Fear

State of Wyoming

County of Sublette

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8 day of March, 1999, personally appeared Frank A. Fear to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires August 7, 2000

Notary Public

SUBLETTE COUNTY

272243

RECORDED March 15 1999 3:05p M
IN BOOK 110 O+G PAGE 556
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Jacton

RATIFICATION OF OIL AND GAS LEASE(S)

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, Enron Oil & Gas Company, herein called "Lessee", is the owner and holder of the following described oil and gas lease(s):

Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 661, of the oil and gas records of Sublette County, State of Wyoming, covering 1,618.81 acres, more or less; and Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 664, of the oil and gas lease records of Sublette County, State of Wyoming, covering 800.00 acres, more or less, situated in said county, as fully described in such lease(s), to-wit:

Township 32 North, Range 113 West
Section 08: Lots 1,2, S/2NE/4, N/2SW/4, SE/4NW/4, NE/4SE/4
Section 09: Lots 3,4, S/2NW/4, NW/4SW/4
Section 10: S/2SE/4
Section 11: SW/4SW/4, N/2S/2
Section 12: Lots 1,2, N/2S/2
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

which lease(s), as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease(s)".

THEREFORE, for valuable consideration and mutual benefits, receipt of which is hereby acknowledged, the undersigned hereby ratifies, adopts, and confirms said lease(s) and does hereby grant, lease, and let to Lessee, its heirs, successors, and assigns, the land covered by said lease(s), upon and subject to the terms and conditions set out in said lease(s).

EXECUTED This 4th day of March, 1999.

Edith L. Fear Barp

Edith L. Fear Barp a/k/a Edith L. Barp a/k/a Edith Barp a/k/a Edythe L. Barp

State of Wyoming

County of Sublette

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of March, 1999, personally appeared Edith L. Fear Barp, a/k/a Edith L. Barp, a/k/a Edith Barp, a/k/a Edythe L. Barp, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires 4-9-02

Sallie Waters
Notary Public

RECORDED March 15 1999 3:05 P M
IN BOOK 110 O+G PAGE 557
FEES $6.00 COUNTY/CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

272244

Sallie Waters - Notary Public
County of Sublette — State of Wyoming
My Commission Expires 04/09/2002

By Cathy Sexton

RATIFICATION OF OIL AND GAS LEASE(S)

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, Enron Oil & Gas Company, herein called "Lessee", is the owner and holder of the following described oil and gas lease(s):

Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 661, of the oil and gas records of Sublette County, State of Wyoming, covering 1,618.81 acres, more or less; and Lease dated December 22, 1997, between Rock Springs National Bank, Successor Trustee for the Fear Family Trust with exclusive leasing rights for Patrick Johnson and Corine Johnson, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, recorded in Book 106, Page 664, of the oil and gas lease records of Sublette County, State of Wyoming, covering 800.00 acres, more or less, situated in said county, as fully described in such lease(s), to-wit:

Township 32 North, Range 113 West
Section 08: Lots 1,2, S/2NE/4, N/2SW/4, SE/4NW/4, NE/4SE/4
Section 09: Lots 3,4, S/2NW/4, NW/4SW/4
Section 10: S/2SE/4
Section 11: SW/4SW/4, N/2S/2
Section 12: Lots 1,2, N/2S/2
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

which lease(s), as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease(s)".

THEREFORE, for valuable consideration and mutual benefits, receipt of which is hereby acknowledged, the undersigned hereby ratifies, adopts, and confirms said lease(s) and does hereby grant, lease, and let to Lessee, its heirs, successors, and assigns, the land covered by said lease(s), upon and subject to the terms and conditions set out in said lease(s).

EXECUTED This 4th day of March, 1999.

Cornelia M. Robinson

Cornelia M. Robinson, a/k/a Cornelia M. Fear Robinson, a/k/a Cornelia M. Jewett, a/k/a Cornelia M. Jewett Robinson

State of Arizona

County of Maricopa

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of March, 1999, personally appeared Cornelia M. Robinson, a/k/a Cornelia M. Fear Robinson, a/k/a Cornelia M. Jewett, a/k/a Cornelia M. Jewett Robinson, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires Aug. 25, 02 272245

Notary Public

OFFICIAL SEAL
RUBEN MEZA
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Aug. 25, 2002

RECORDED March 15 1999 3:05 P M
IN BOOK 110 Oct 6 PAGE 558
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK

By Cathy Scott

AFFIDAVIT OF IDENTITY

State of Wyoming

County of Sublette

Patrick Johnson, being first duly sworn on his oath, states that he is familiar with the following described property, to-wit:

Township 32 North, Range 113 West
Section 10: S/2SE/4
Section 11: SW/4SW/4
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

containing 800.00 acre, more or less situated in the County of Sublette, State of Wyoming, and that he is familiar with Corine Johnson, who is a party to an Oil and Gas Lease dated the 22nd day of December, 1997, in favor of Hanson & Strahn, which instrument appears of record in Book 106, at Page 664 of the records of the county aforesaid; that he knows of his own knowledge that, notwithstanding the discrepancy in name, the said Corine Johnson, who is a party to said instrument, is one and the same person as Corinne Johnson, the then record owner of the property.

Further affiant saith with.

Patrick Johnson
Patrick Johnson

Subscribed and sworn to before me this 3rd day of March, 1999

RECORDED March 15 1999 M 3:05p
IN BOOK 110 Oto PAGE 559
FEES $ 6.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Smith

272246

State of Wyoming

County of Sublette

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 1999, personally appeared Patrick Johnson, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires 2/21/2003

Susan Gulbrandson
Notary Public

SUSAN GULBRANDSON NOTARY PUBLIC STATE OF WYOMING

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 2003

560

AFFIDAVIT OF IDENTITY

State of Wyoming

County of Sweetwater

Patricia A. Greenlee, being first duly sworn on her oath, states that she is familiar with the following described property, to-wit:

Township 32 North, Range 113 West
Section 10: S/2SE/4
Section 11: SW/4SW/4
Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4
Section 20: NE/4NE/4, S/2NE/4, N/2SE/4, SW/4SE/4
Section 21: NW/4NE/4, NW/4, NW/4SW/4

containing 800.00 acre, more or less situated in the County of Sublette, State of Wyoming, and that she is familiar with Kenneth Fear, who on the 22nd day of December, 1997, executed a Ratification of Oil and Gas Lease, in favor of Hanson & Strahn, which instrument appears of record in Book _____, at Page _____ of the records of the county aforesaid; that she knows of her own knowledge that, notwithstanding the discrepancy in name, the said Kenneth Fear, who executed the said instrument, is one and the same person as Kenneth M. Fear, who appears in the chain of title to the aforesaid property.

Further affiant saith with.

Patricia A. Greenlee
Patricia A. Greenlee

Subscribed and sworn to before me this 3rd day of March, 1999.

State of Wyoming

County of Sweetwater

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 1999, personally appeared Patricia A. Greenlee, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires January 15, 2001 272247

Paula Starkey
Notary Public

PAULA STARKEY - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2001

RECORDED March 15, 1999 3:05P M
IN BOOK 110 Dt6 PAGE 560
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

COMMERCIAL PRINTING CO
FORM CPC 120

AFFIDAVIT OF NON-DEVELOPMENT AND NON-PAYMENT OF RENTAL

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

Patricia A. Greenlee, being first duly sworn, deposes and says:

That Enron Oil & Gas Company OIL & GAS LEASE BY RAIL is the present owner of the following-described land in Sublette County, State of Wyoming:

Township 32 North, Range 113 West
Section 10: S½SE¼
Section 11: SW¼SW¼
Section 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼
Section 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼
Section 21: NW¼NE¼, NW¼, NW¼SW¼

which land is described in an oil and gas mining lease executed on the 25th day of May, 1970, by First National Bank of Kemmerer as lessors, and Depco, Inc. as lessee, recorded in Book 45, Page 371, in the office of the Register of Deeds of said county.

That since the date of said lease TO THE BEST OF THE BANK'S KNOWLEDGE there has been no well drilled upon said land, nor any oil or gas produced therefrom, and that none of the rentals accruing under and by virtue of the terms of said lease have been paid or tendered to affiant or said lessors, or to any bank for their credit, by the lessee, or his agents or assigns, since May 25, 1974, and further affiant states that she has not at any time executed any extension of said original lease, and that the same has expired.

Affiant further states that by reason of the noncompliance with the terms of said lease by lessee and his assigns, affiant hereby declares said lease forfeited, and will not, by acceptance of rentals, or in any other manner, recognize the same as a valid or existing lease.

Patricia A. Greenlee
Patricia A. Greenlee

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

Patricia A. Greenlee being first duly sworn deposes and says that she is Assistant Trust Officer of the Rock Springs National Bank of Rock Springs, Wyoming, and that the records of said Bank TO THE BEST OF THEIR KNOWLEDGE show no rentals have been at any time deposited in, or tendered to, said Bank under terms of the oil or gas mining lease above described for the credit of the person who made the above affidavit or the lessor in said lease since May 24, 1974

Patricia A. Greenlee
Patricia A. Greenlee

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

On this 5th day of March, in the year 1999, before me personally appeared Patricia A. Greenlee, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

272248

Paula Starkey
Notary Public

My commission expires: January 15 2001

PAULA STARKEY - NOTARY PUBLIC
COUNTY OF SWEETWATER — STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2001

RECORDED March 15 1999 3:05 PM
IN BOOK 110 OF G PAGE 561
FEES $6.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Watts

561

562

COMMERCIAL PRINTING CO.
FORM CPC 120

AFFIDAVIT OF NON-DEVELOPMENT AND NON-PAYMENT OF RENTAL

STATE OF Wyoming
COUNTY OF Sublette } SS:

Patrick Johnson, being first duly sworn, deposes and says:

That Enron Oil & Gas Company is the present owner of the following-described oil and gas lease land in Sublette County, State of Wyoming:

Township 32 North, Range 113 West
Section 10: S½SE¼
Section 11: SW¼SW¼
Section 15: NW¼NE¼, E½NW¼, SW¼NW¼, NW¼SW¼
Section 20: NE¼NE¼, S½NE¼, N½SE¼, SW¼SE¼
Section 21: NW¼NE¼, NW¼, NW¼SW¼

which land is described in an oil and gas mining lease executed on the 25th day of May, 19 70, by Patrick Johnson and Corinne Johnson as lessors, and Depco, Inc. as lessee, recorded in Book 45, Page 373, in the office of the Register of Deeds of said county.

That since the date of said lease there has been no well drilled upon said land, nor any oil or gas produced therefrom, and that none of the rentals accruing under and by virtue of the terms of said lease have been paid or tendered to affiant or said lessors, or to any bank for their credit, by the lessee, or his agents or assigns, since May 25, 1974, and further affiant states that he has not at any time executed any extension of said original lease, and that the same has expired.

Affiant further states that by reason of the noncompliance with the terms of said lease by lessee and his assigns, affiant hereby declares said lease forfeited, and will not, by acceptance of rentals, or in any other manner, recognize the same as a valid or existing lease.

Patrick Johnson

Patrick Johnson

STATE OF Wyoming
COUNTY OF Sublette } SS:

_____ being first duly sworn deposes and says that he is _____ of the First National Bank of Pinedale, Wyoming, and that the records of said Bank appear to show no rentals have been at any time deposited in, or tendered to, said Bank under terms of the oil or gas mining lease above described for the credit of the person who made the above affidavit or the lessor in said lease since May 25, 1974

Kenneth E. Franstrum

STATE OF Wyoming
COUNTY OF Sublette } SS:

On this 5th day of March, in the year 19 99, before me personally appeared Patrick Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Susan Gulbrandson Notary Public

2/21/2003
My commission expires:

272249
RECORDED March 15 1999 M 3:05p
IN BOOK 110 OTC PAGE 562
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorter

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 2003

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1998)

PAID-UP
OIL AND GAS LEASE

11:50A

RECORDED March 16 1999 M
IN BOOK 110 Oil & G PAGE 563
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

272292

THIS AGREEMENT, made and entered into this 12th day of February 1999 by and between
Rock Springs National Bank, Successor Trustee for the
Fear Family Trust
of 333 Broadway, Rock Springs, WY 82003, hereinafter called lessor (whether one or more), and
Crown Oil & Gas Co., Inc. Box 519, Big Piney, WY 83113, hereinafter called lessee:

WITNESSETH:

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

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

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

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 98.9 acres, whether there actually be more or less.

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

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~10 (10)~~ Three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of the grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Rock Springs Nat'l Bank, at Box 880, Rock Springs, Wy 82902 ~~82901~~ (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 to all oil or gas 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 [illegible] right to unitize, pool, or [illegible]ne all or any part of the [illegible]ibed 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 [illegible]elopment or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

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

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

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

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

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

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

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

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

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

Rock Springs National Bank, Successor
Trustee for the Fear Family Trust, By: _____

_____ _____

Trust Officer Attest

STATE OF _____
} ss.
COUNTY OF _____

INDIVIDUAL

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

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

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

My commission expires.

_____ _____

Notary Public for the State of _____
residing at _____

STATE OF WYOMING
} ss.
COUNTY OF SWEETWATER

CORPORATE

On this 4TH day of MARCH, 19 99, before me personally appeared BEN K. HANSEN

to me personally known, who, being by me duly sworn, did say that he is the TRUST OFFICER of ROCK SPRINGS NATIONAL BANK, SUCCESSOR TRUSTEE FOR THE FEAR FAMILY TRUST

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

Given under my hand and seal this 4TH day of MARCH, 19 99

My commission expires: January 15, 2001

PAULA STARKEY - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2001

Paula Starkey

Notary Public for the State of Wyoming
residing at Rock Springs, Wy

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated February 12, 1999, by and between Rock Springs National Bank, Successor Trustee for the Fear Family Trust, Lessor, and Crown Oil & Gas Co., Inc., Lessee.

Township 28 North, Range 111 West, 6th P.M.

Section 18: Lot 3(19.62), Lot 4(20.28),
NE¼SW¼(33.00), SE¼SW¼(26.00).
Land in the E½SW¼ is the acreage reserved by the Fear family below the High Line Canal as it was in 1931. See map below.
Containing 98.90 gross acres
Sublette County, Wyoning

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).

This Lease covers only those rights from the surface to 11,300 feet subsurface.

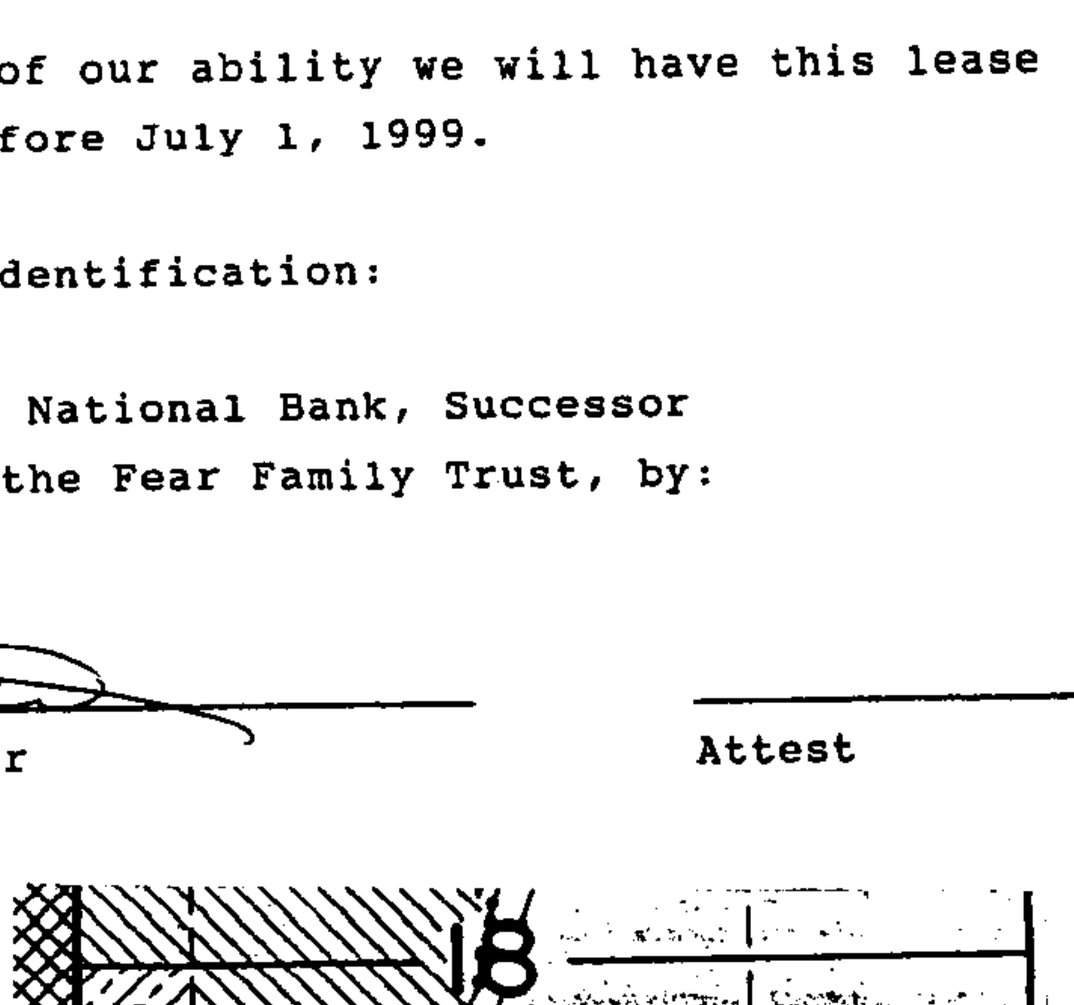
To the best of our ability we will have this lease producing before July 1, 1999.

Signed for identification:

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

Trust Officer

Attest



546

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT **DONALD B. ANDERSON LTD.**, 6400 S. Fiddler's Green Circle, Suite 1750, Englewood, Colorado, 80111, hereinafter referred to as **Assignor,** for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, bargain, sell, grant, assign and convey, subject to any conditions, exceptions or reservations which may be hereinafter stated, an undivided overriding royalty interest in and to all the oil, gas, casinghead gas, and all other hydrocarbons in liquid or gas phase that may be produced, saved and marketed from those certain oil and gas leases located in Sublette County, Wyoming, as set forth on Exhibit "A" attached hereto and by this reference made a part hereof, unto the following named party, hereinafter referred to as **Assignee**:

NAME	ORRI INTEREST
Joseph C. Anderson 6400 S. Fiddler's Green Circle, Suite 1750 Englewood, Colorado 80111	4.00%

The overriding royalty interest herein conveyed is payable out of and only out of the oil and gas produced, saved and marketed pursuant to terms and provisions of the oil and gas leases described on said Exhibit "A". Said overriding royalty interest shall be free and clear of all costs and expenses of development and operation of every kind and nature except its share of taxes attributable thereto.

The overriding royalty interest herein conveyed shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and/or other hydrocarbon substances used for operating, development or production purposes upon the oil and gas leases or unavoidably lost; and no recycling operations or pressure maintenance operations benefiting said land.

Assignee, by his acceptance hereof, agrees and consents that if the aforesaid leases cover less than the entire and undivided mineral estate in the land purported to be covered by the aforesaid leases, then said overriding royalty interest shall be reduced to that ratio which the mineral interest actually covered by said lease bears to the entire and undivided mineral estate in said tract of land; and further if Assignor owns less than 100% interest in the oil and gas leases, then the overriding royalty shall be reduced to that ratio which Assignor's actual interest owned bears to 100% working interest in the oil and gas leases.

By federal regulation, Assignor and Assignee are requested to execute federally approved transfer of overriding royalty forms and file such in the appropriate BLM office for notice purposes. It is agreed and understood by Assignor and Assignee that any such transfers of overriding royalty interests on BLM forms are parallel to and not in addition to the overriding royalty interests being conveyed herein.

This assignment is made without warranty of title, express or implied. This assignment is binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

EXECUTED this 15TH day of MARCH, 1999.

DONALD B. ANDERSON LTD.

Joseph C. Anderson, Partner

272317

11:30A

RECORDED March 18 1999 M
IN BOOK 110 O+G PAGE 546
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pape

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joseph C. Anderson, Partner of Donald B. Anderson Ltd. *on this* 15TH *day of* MARCH, *1999.*

***WITNESS** my hand and official seal.*

My commission expires:

05/21/2001

DONNA R. COVERT NOTARY PUBLIC STATE OF COLORADO

Donna R. Covert
Notary Public

My Commission Expires [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain **Assignment of Overriding Royalty Interest** dated March 15, 1999 from **Donald B. Anderson Ltd.** to **Joseph C. Anderson**

Lease Number:	00113-U-1100
Lessor:	WYW-144151
Lease Date:	February 1, 1998
Legal Description:	Township 30 North, Range 113 West, 6th P.M. Section 2: Lots 3, 4, S/2NW/4, SW/4 Containing 320.04 acres, more or less
Lease Number:	00127-U-0100
Lessor:	WYW-144147
Lease Date:	February 1, 1998
Legal Description:	Township 29 North, Range 112 West, 6th P.M. Section 14: W/2NW/4, SE/4NW/4, S/2 Containing 440.00 acres, more or less
Lease Number:	00135-U-0100
Lessor:	WYW-146474
Lease Date:	October 1, 1998
Legal Description:	Township 27 North, Range 112 West, 6th P.M. Section 26: All Section 27: E/2 Containing 960.00 acres, more or less
Lease Number:	00137-U-0100
Lessor:	WYW-147504
Lease Date:	February 1, 1999
Legal Description:	Township 30 North, Range 112 West, 6th P.M. Section 15: NW/4NW/4 Section 17: N/2NW/4, excluding 1.37 acres in RSVR ROW Section 20: SE/4NW/4, NE/4SW/4, W/2E/2, excluding 5 acres in RSVR ROW Containing 353.63 acres, more or less

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:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF

WITNESS my hand on this 29th day of January, 1999, BUT EFFECTIVE March 1, 1994.

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

272318

RECORDED March 18 1999 11:45 A M
IN BOOK 110 O+G PAGE 568
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Kate Page

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 29th day of January, 1999, 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

[redacted] [redacted] [redacted]

EXHIBIT "A"
Sublette County, Wyoming

WY-1124	WYW-06269	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 13: All
WY-1125	WYW-06270	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 1: Lots 1-4, S/2NW/4, NW/4SW/4 Sec 9: S/2SE/4 Sec 12: Lots 6-8, 10, S/2SE/4, NE/4SE/4, SE/4SW/4
WY-1150	WYW-143046	Twp 31 North, Rge 109 West Sec 4: Lots 1,2, S/2NE/4, SE/4 Sec 9: N/2NE/4, SW/4NE/4, NW/4SE/4, SE/4NE/4, NE/4SE/4, (excluding 4 acres in RSVR ROW WYW-020645) Sec 21: Lots 2,3,6,9, SW/4NW/4, NE/4SE/4, S/2SE/4, NW/4NW/4, (excluding 3 acres in RSVR ROW WYW-02438) Sec 22: SW/4 Sec 27: W/2NE/4, W/2, SE/4 Sec 34: N/2, E/2SW/4, SE/4
WY-1101	WYW-143374	Twp 31 North, Rge 110 West Sec 12: S/2
WY-1137	WYW-026026	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 12: Lot 9 and the bed of the New Fork River riparian to, Lot 1 of Sec 11; and Lots 8-10 of Sec 12
WY-1179	WYW-124623	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 32: Lot 5, SW/4NE/4, W/2, W/2SE/4
WY-1178	WYW-125139	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 29: W/2NE/4, W/2
WY-1127	WYW-06286	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 32 North, Rge 109 West Sec 33: E/2
WY-1167	WYW-143659	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 108 West Sec 25: NE/4, S/2NW/4, SW/4
WY-1128	WYW-06933	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 5: All
WY-1123	WYW-015314	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 8: S/2 Sec 9: S/2
WY-1133	WYW-016161	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 12: All
WY-1088	WYW-113414	Twp 30 North, Rge 109 West Sec 13: NE/4, NW/4NW/4

EXHIBIT "A"
Sublette County, Wyoming

WY-1338	WYW-107042	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 30: Lots 1-4, E/2W/2, E/2
WY-1160	WYW-143652	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 107 West Sec 4: Lots 1-4, S/2N/2, S/2 Sec 9: All
WY-1161	WYW-143653	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 107 West Sec 5: Lots 1-4, S/2N/2, SE/4
WY-1132	WYW-016158	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 25: All
WY-1156	WYW-143655	Twp 30 North, Rge 108 West Sec 1: Lt 1, SE/4NE/4

[redacted] [redacted] [redacted]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE effective as of August 1, 1998 at 7:00 a.m., local time (the "Effective Time"), is from Jerry D. Goodwin, Trustee of the Richard Barto Moncrief 1988 Trust, whose address is 777 Taylor Street, Suite 1030, Fort Worth Club Tower, Fort Worth, Texas 76102, (hereinafter "Assignor") to the Trust entities identified hereinbelow, whose address is 777 Taylor Street, Suite 1030, Fort Worth Club Tower, Fort Worth, Texas 76102, (collectively hereinafter "Assignees").

BACKGROUND RECITALS

WHEREAS, the Oil and Gas Lease Records of the United States Bureau of Land Management, the Oil and Gas Lease Records of the Commissioner of Public Lands, State of Wyoming, and the Public Deed or Oil and Gas Lease Records, Recorded December 26, 1 996, Book 104, Page 145 in Sublette County, Wyoming reflect that the Richard Barto Moncrief 1988 Trust is the owner and holder of various oil and gas leasehold and/or overriding royalty and royalty interest in the State of Wyoming listed on Exhibit "A" attached hereto and incorporated herein by reference and further defined below (collectively, the "Interests"); and

WHEREAS, the Trust Agreement effective May 19, 1988 known as the Richard Barto Moncrief 1988 Trust, recorded March 25, 1998 in the Tarrant County, Texas Deed Records at Instrument Number D198060633, states that upon the death of Richard Barto Moncrief, the Trust shall terminate and the Trustee shall distribute the Trust Property to the three children of Richard Barto Moncrief (Monty Brennan Moncrief, Richard Jason Moncrief and Mindyanne Elizabeth Moncrief) in equal undivided one-third shares to be held in three separate Richard Barto Moncrief 1988 Trusts for the benefit of each child; and

WHEREAS, Richard Barto Moncrief is now deceased and in accordance with the terms of the above described Trust, the Trustee makes this conveyance to reflect record title to the Interests in the Assignees;

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has **TRANSFERRED, ASSIGNED, GRANTED, BARGAINED, SOLD, CONVEYED, SET OVER AND DELIVERED,** and does hereby **TRANSFER, ASSIGN, GRANT, BARGAIN, SELL, CONVEY, SET OVER and DELIVER,** to the following Assignees in the undivided interest as indicated:

Jerry D. Goodwin, Trustee of the Richard Barto Moncrief 1988 Trust for Monty Brennan Moncrief	**1/3**
Jerry D. Goodwin, Trustee of the Richard Barto Moncrief 1988 Trust for Richard Jason Moncrief	**1/3**
Jerry D. Goodwin, Trustee of the Richard Barto Moncrief 1988 Trust for Mindyanne Elizabeth Moncrief	**1/3**

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

272324

RECORDED March 18, 1999 3:30p M
IN BOOK 110 O&G PAGE 571
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

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

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to , the Interests conveyed herein.

This Assignment, Conveyance and Bill of Sale shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, successors and assigns.

EXECUTED this 5th day of March, 1999, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

WITNESSES:

RICHARD BARTO MONCRIEF 1988 TRUST

By: _____
Jerry D. Goodwin, Trustee

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 5 day of MARCH, 1999, by Jerry D. Goodwin, Trustee of the Richard Barto Moncrief 1988 Trust.

Witness my hand and official seal.

_____
Notary Public, State of Texas

My Commission Expires:

_____

KRISTINA K. TRAVER
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/24/2002

[redacted] [redacted] [redacted]

Exhibit A

SUBLETTE COUNTY, WYOMING

Leases:

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

Subject to:

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

81022.1

574

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 94-158 **Assignment Approval Date -** JAN 13 1999

ASSIGNOR, with name and address at,

Westport Oil and Gas Company, Inc.
410 17th Street, Suite 2300
Denver, CO 80202-4436

being the owner of 50 **percent** undivided leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

T27N-R109W, Section 36: All.

For good and valuable consideration, hereby assigns to: **********

1) **ASSIGNEE, with name and address at:**

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, CO 80202

15.00 **percent interest in the total leasehold, or as described in particular above.**

272330

11:00A

RECORDED March 19 1999 M
IN BOOK 110 016 PAGE 574
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

2) **ASSIGNEE, with name and address at:**

* **percent interest in the total leasehold, or as described in particular above.**

3) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

4) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

5) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 35% undivided leasehold

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of November 19 98.

ASSIGNOR - WESTPORT OIL AND GAS COMPANY, INC.	Assignee (1) - HS RESOURCES, INC
By - David R. Dix	By - X Janet W. Pasque
Title - David R. Dix, Attorney-in-Fact	Title - Janet W. Pasque, Attorney-in-Fact
Attest - M. Colleen Yorgin	Attest - M. Colleen Yorgin
Assignee (2) -	Assignee (3) -
By -	By -
Title -	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

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.

ACKNOWLEDGMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Janet W. Pasque, Attorney-in-Fact for HS Resources, Inc. this 30th day of November, 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

M. COLLEEN YORGIN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

M. Colleen Yorgin
M. Colleen Yorgin
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

576

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 94-154 **Assignment Approval Date -** JAN 1 8 1999

ASSIGNOR, with name and address at,

Westport Oil and Gas Company, Inc.
410 17th Street, Suite 2300
Denver, CO 80202-4436

being the owner of 50 **percent** undivided leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: T27N-R108W; Section 16: All.

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, CO 80202

15.00 **percent interest in the total leasehold, or as described in particular above.**

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 35% undivided leasehold

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 94-154 *assignment dated* 11/30/98

272331 11:00A
RECORDED March 9, 1999 M
IN BOOK 110 of 6 PAGE 576
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of November 19 98.

ASSIGNOR - WESTPORT OIL AND GAS COMPANY, INC.	Assignee (1) - HS RESOURCES, INC.
By - David R. Dix	By - Janet W. Pasque
Title - David R. Dix, Attorney-in-Fact	Title - Janet W. Pasque, Attorney-in-Fact
Attest - M. Colleen Yorgin	Attest - M. Colleen Yorgin
Assignee (2) -	Assignee (3) -
By -	By -
Title -	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

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.

ACKNOWLEDGMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Janet W. Pasque, Attorney-in-Fact for HS Resources, Inc. this 30th day of November, 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

M. COLLEEN YORGIN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

M. Colleen Yorgin
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

578

ASSIGNMENT OF OVERRIDING ROYALTY
ON FEDERAL OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the EDWARD A. WATLINGTON TRUST and EDWARD A. WATLINGTON, as an individual, 10961 West 30th Place, Lakewood, Colorado 80215, are the owners of an overriding royalty under a certain Bureau of Land Management Oil and Gas Lease covering all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from said described lands situated in Sublette County, Wyoming as more fully described below.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by the

EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUST
dated September 2, 1998

of 10961 West 30th Place
Lakewood, Colorado 80215

the receipt and sufficiency of which is hereby acknowledged by the EDWARD A. WATLINGTON TRUST and EDWARD A. WATLINGTON, as an individual, by these presents does sell, assign, transfer and convey unto the

EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUST
dated September 2, 1998

an overriding royalty interest in all of the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinafter described and pursuant to the terms of the oil and gas lease issued and lands covered thereby as more fully described below, to-wit:

LEASE NUMBER	DESCRIPTION	OVERRIDING ROYALTY
Wyoming 18099	T33N-R114W. 6th P.M. Sec. 30: Lots 1, 2, 3, NW/4NE/4, E/2NW/4 Sec. 31: Lot 1, 2, NE/4, E/2NW/4 Containing 561.20 acres, M/L	3% of 8/8ths

IN WITNESS WHEREOF, this instrument is executed this 15th day of March, 1999.

EDWARD A. WATLINGTON TRUST

Edward A Watlington
Edward A. Watlington, Trustee

Phyllis K. Watlington, TTE
Phyllis K. Watlington, Trustee

Edward A Watlington
Edward A. Watlington, as an Individual

272341

4:35

RECORDED March 19 1999 M
IN BOOK 110 O+G PAGE 578
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Boston

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Edward A. Watlington and Phyllis K. Watlington, Trustees of the Edward A. Watlington Trust and Edward A. Watlington, as an individual, on this 15th day of March, 1999.

Witness my hand and official seal.

My commission expires:
October 30, 1999

Lillian R. Pachello
Notary Public residing in
Denver, CO 80202

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 SEP 17 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-136819

Lease Effective Date
(Anniversary Date)
7-1-95

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Odyssey Exploration, Inc. XXXXXXX
   Street 122 Plum Creek Place 2.75%
   City, State, ZIP Code Highlands Ranch, CO 80126

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th P.M. Section 23: All Containing 640.00 acres, more or less Sublette County, Wyoming This assignment is made subject to the terms of that certain letter agreement dated July 8, 1998, by and between Union Pacific Resources Company and Stanley Energy W., Inc.	XXXXX 27.5%	XXXXX 4.4%	23.1%	None	7.5%

272356 3.00

RECORDED March 22, 1999 M
IN BOOK 110 OR 3 PAGE 580
FEES $ 12.00 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 _____

By _____

☐ Assignment approved for attached land description

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

_____

WYW-136819

Markus Production, Inc.
621 17th Street, Suite 1710
Denver, CO 80293

0.89375%

South Pass Resources Inc.
7182 S. Harrison Way
Littleton, CO 80122-1933

0.75625%

The foregoing instrument was acknowledged before me this 31 day of August, 1998 by Lewis W. Douglas, Jr., known to me personally as the Chairman of the Board of Stanley Energy W., Inc., who executed the foregoing instrument on behalf of said corporation for the purposes herein set out.

Witness my hand and official seal.

My Commission Expires:

4-19-99

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 31 day of August, 1998

Name of Assignor as shown on current lease: Stanley Energy W., Inc. (Please type or print)

Assignor: (Signature)

or Attorney-in-fact: Lewis W. Douglas, Jr., Chairman of the Board (Signature)

1776 Lincoln Street, Suite 410
(Assignor's Address)

Denver, CO 80203
(City) (State) (Zip Code)

Executed this 31 day of August, 1998

Assignee: Odyssey Exploration, Inc.

Assignee: (Signature)

or Attorney-in-fact: Scott R. Clark, President (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

* U.S. GPO: 1998-774-004/41005

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.

WYW-136819

Markus Production, Inc.
621 17th Street, Suite 1710
Denver, CO 80293

~~0.58093757~~ XXXXXXXXXX
0.89375%

South Pass Resources Inc.
7182 S. Harrison Way
Littleton, CO 80122-1933

~~0.49156625%~~ XXXXXXXXXX
0.75625%

The foregoing instrument was acknowledged before this 31 day of August, 1998 by Lewis W. Douglas, Jr., known to me personally as the Chairman of the Board of Stanley Energy W., Inc., who executed the foregoing instrument on behalf of said corporation for the purposes herein set out.

Witness my hand and official seal.

My Commission expires:

4-19-99

Notary Publice

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 31 day of August, 19 98

Name of Assignor as shown on current lease Stanley Energy W., Inc.
Please type or print

Assignor _____
(Signature)

or Lewis W. Douglas, JY., Chairman of the Board
(Signature)

1776 Lincoln Street, Suite 410
(Assignor's Address)

Denver, CO 80203
(City) (State) (Zip Code)

Executed this 31st day of August, 19 98

Assignee Markus Production, Inc.
(Signature)

or Mark E. Brown, President
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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]

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.

WYW-136819

Markus Production, Inc.
621 17th Street, Suite 1710
Denver, CO 80293

[redacted]
0.89375%

South Pass Resources Inc.
7182 S. Harrison Way
Littleton, CO 80122-1933

[redacted]
0.75625%

The foregoing instrument was acknowledged before this 31 day of August, 1998 by Lewis W. Douglas, Jr., Known to me personally as the Chairman of the Board of Stanley Energy W., Inc., who executed the foregoing instrument on behalf of said corporation for the purposes herein set out.

Witness my hand and official seal.

My Commission Expires:
4/19/99

Renée Lauw
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

Executed this 31 day of August, 1998

Name of Assignor as shown on current lease: Stanley Energy W., Inc.
Please type or print

Assignor: _____ (Signature)
or
Attorney-in-fact: Lewis W. Douglas, Jr., Chairman of the Board (Signature)

1776 Lincoln Street, Suite 410
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 31 day of August, 1998

South Pass Resources Inc.

Assignee: _____ (Signature)
or
Attorney-in-fact: Robert W. McDermott, President (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into this 12th day of March, 1999, to be effective as of first production of hydrocarbons from the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West, 6th P.M., by and between **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor"), and **WRW Energy Co.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **Dianne E. Greene**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

WITNESSETH:

WHEREAS, Assignor is the owner of the following operating rights interests in USA Oil & Gas Lease WYW-141879 (the "Lease") insofar as it covers horizons above the base of the Mesa Verde formation, which is defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., insofar as said Lease covers all of Section 29, Township 29 North, Range 108 West, 6th P.M., said section being hereinafter referred to as the "Subject Lands":

As to the SE/4 of Section 29

Before Payout of the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West -- 4.817%

After Payout of the Stud Horse Butte 15-29 Well -- 12.523%;

As to the SW/4 and the N/2 of Section 29, Township 29 North, Range 108 West, 6th P.M.

Before and After Payout of the Stud Horse Butte 15-29 Well -- 12.523%; and

WHEREAS, Assignor is the owner of an undivided 24.084% operating rights interest in the Lease insofar as it covers horizons in and under t he Subject Lands lying below the base of the Mesa Verde Formation; and

WHEREAS, Assignor desires to convey out of its remaining operating rights interest in the Lease certain overriding royalty interests to Assignees;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto

272357

RECORDED March 22 19 99 3:25P
IN BOOK 110 OR6 PAGE 584
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

[redacted] [redacted] [redacted]

Assignees as tenants in common the following overriding royalty interests in the Lease insofar only as it covers the Subject Lands as to all depths:

WRW Energy Co.	5/6ths of 2.1675% of 8/8ths or 1.80625% of 8/8ths
Dianne E. Greene	1/6th of 2.1675% of 8/8ths or 0.36125% of 8/8ths

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective heirs, successors and assigns, FOREVER, subject to the terms of the Lease and to the Agreements described on Exhibit "A" attached hereto, which is hereby incorporated herein, and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Ed N. Harrison, President

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 12th day of March, 1999, by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-2002
(SEAL)

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5105 Thee Meadows Dr
Cheyenne, WY 82001

J:\THOMPSON\FCCRC~1\CORPOR~1\SHB15-29.ASN

[redacted] [redacted] [redacted]

EXHIBIT "A"
to
Assignment of Overriding Royalty Interest
from Fort Collins Consolidated Royalties, Inc.
to WRW Energy Co. and Dianne E. Greene
Affecting U.S.A. Lease WYW-125950

(a) Operating Agreement, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering horizons above the base of the Mesa Verde formation in and under T-29-N, R-108-W, Section 29: All, Sublette County, Wyoming;

(b) Gas Gathering Agreement dated as of April 1, 1996 between McMurry Oil Company, et al. as "Producers" and Green River Pipeline Limited Liability Company as "Operator";

588

Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1996)

PAID-UP
OIL AND GAS LEASE

272358

RECORDED March 22 1999 M
IN BOOK 110 OKS PAGE 588
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Barton

3:40p

THIS AGREEMENT, made and entered into this 8th day of January 19 99 by and between Eugene R. Taylor and Stella L. Taylor, individually and as husband and wife, and Eugene R. Taylor and Stella L. Taylor as Trustees of the Taylor Trust, dated July 20, 1992

of P.O. Box 201, Daniel, WY 83115, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., 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 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 2,672.22 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)~~ four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from 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 First National Bank, at Pinedale, WY 82941 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business 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.

G.R.T. S.L.T. 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]

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.

EBT SHT 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.

Eugene R. Taylor
Eugene R. Taylor, individually

Eugene R. Taylor Trustee
Eugene R. Taylor, as Trustee of the Taylor Trust dated July 20, 1992

Stella L Taylor
Stella L. Taylor, individually

Stella L Taylor
Stella L. Taylor, as Trustee of the Taylor Trust dated July 20, 1992

STATE OF WYOMING
} ss.
COUNTY OF SUBLETTE

INDIVIDUAL

On this 8th day of January, 19 99, before me personally appeared Eugene R. Taylor and Stella L. Taylor, individually, and as husband and wife, and Eugene R. Taylor and Stella L. Taylor as Trustees of the Taylor Trust dated July 20, 1992
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 8th day of January, 19 99.

My commission expires:
My Commission expires Oct. 6, 2000

Notary Public for the State of Wyoming
residing at Pinedale, WY

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

EXHIBIT "A"

This Exhibit is attached to and by reference made a part of that certain oil and gas lease dated January 8, 1999, by and between Eugene R. Taylor and Stella L. Taylor, individually and as husband and wife, and Eugene R. Taylor and Stella L. Taylor as Trustees of the Taylor Trust, dated July 20, 1992, as Lessor, and Hanson & Strahn, Inc., as Lessee:

SUBLETTE COUNTY

Township 34 North, Range 113 West
Section 01: N/2SE/4, SE/4SE/4
Section 11: S/2SW/4
Section 12: SE/4
Section 13: E/2, NW/4SW/4, S/2SW/4
Section 14: NW/4, NE/4SW/4, SE/4
Section 15: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 23: NE/4, N/2SE/4
Section 24: N/2NE/4, SW/4NE/4, NW/4, NW/4SW/4

Township 34 North, Range 112 West
Section 07: Lots 3(38.78), 4(38.85), W/2SE/4, NE/4SE/4,E/2SW/4
Section 08: NW/4SW/4
Section 18: Lots 1(38.89), 2(38.90), 3(38.92), 4(38.93)
E/2NW/4, W/2NE/4, NW/4SE/4, NE/4SW/4
Section 19: Lot 1(38.95), NE/4NW/4

and containing 2,672.22 acres, more or less.

20. Wherever the fraction one-eighth (1/8th) appears herein as royalty it is hereby amended to read fifteen and one-half percent (15.50%).

21. If at the expiration of the primary term, or at any time thereafter, the leased premises are productive of oil, or oil and casinghead gas, or gas, Lessee, its successors or assigns shall conduct a continuous drilling program on the leased premises until the leased premises are fully developed or the Lessee, its successors or assigns, shall suffer the partial expiration and termination of this Lease as hereinafter provided. Within 120 days after the expiration of the primary term, or within 120 days after the completion of the first such well if completed after the expiration of the primary term, Lessee, its successors or assigns, shall commence or cause to be commenced the drilling of a second well on the leased premises. The Lessee, it successors or assigns, shall hereinafter drill such well with due diligence to such formation as a reasonably prudent operator might select. In like manner, Lessee, it successors or assigns, shall commence or cause to be commenced the drilling of an additional well on the leased premises within 120 days after the completion of the preceding well until the leased premises are fully developed. In the event the lessee, its successors or assigns, should fail, neglect or refuse to commence or cause to be commenced the drilling of any well within 120 days after the completion of the preceding well and prior to the full and complete development of the leased premises, then and in that event this lease shall automatically terminate insofar and only insofar as to such lands that are not contained within the designated spacing unit in which such well is located.

22. It is agreed that this lease shall not be continued in force solely by reason of the shut-in well provisions for a period of more than three (3) years beyond the primary term of this lease.

23. 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 two (2) years from the 8th day of January 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, his heirs, successors or assigns at the last known address, the sum of forty dollars and 00/100 ($40.00) per net mineral acre, on or before the expiration date of the initial primary term of this lease.

Signed For Identification:

Eugene R. Taylor
Eugene R. Taylor, individually

Eugene R. Taylor
Eugene R. Taylor, as Trustee of the Taylor Trust
dated July 20, 1992

Stella L. Taylor
Stella L. Taylor, individually

Stella L. Taylor
Stella L. Taylor, as Trustee of the Taylor Trust
dated July 20, 1992

ASSIGNMENT AND BILL OF SALE OF WELL BORE

272359

4:25p

RECORDED March 22 1999 M
IN BOOK 110 016 PAGE 591
FEES $ 14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baker

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ultra Resources, Inc., a Wyoming corporation, and Ultra Petroleum (USA) Inc., a Colorado corporation, hereinafter collectively referred to as "Ultra", whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter referred to as "Alpine", whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111, all of Ultra's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Ultra Petroleum (USA) Inc. #2-16 Daniel, located in the NW/4 NE/4 of Section 16, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and covered by that certain State of Wyoming Oil and Gas Lease 93-00133, effective April 2, 1993, hereinafter referred to as "the Alpine Lease", between the State of Wyoming, acting by and through the Board of Land Commissioners, as Lessor, and Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, as Lessee, insofar and insofar only as said lease covers the Operating Rights covering the NE/4 of Section 16, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 160.00 acres, more or less, and 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 like consideration Ultra sells, transfers, and assigns to Alpine all of Ultra's interest in all surface and production casing set in said Well Bore to a total depth of 12,414 feet, plus the salvageable Daniel #2-16 well head with Christmas tree and all production tubing and down-hole equipment in said Well Bore as of the effective date hereof, as enumerated in Exhibit "A", attached hereto and made a part hereof.

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

Alpine agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Ultra harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Ultra shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Alpine shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the Bureau of Land Management, the State of Wyoming or other landowner(s). Alpine as part of the consideration for this conveyance, hereby fully releases and discharges Ultra, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Ultra, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

CK

In the event that Alpine's take-over operations in said Well Bore are unsuccessful and do not establish production in paying quantities, Alpine shall pay to Ultra the reasonable salvage value of Ultra's interest in the salvageable materials and equipment associated therewith at the time of take over, as enumerated in Exhibit "A" attached hereto, less Alpine's interest in all reasonable cost of salvaging and all reasonable cost of plugging and abandoning and restoration. In the event that Alpine's take-over operations in said Well Bore are successful and do establish production in paying quantities, Alpine shall then pay to Ultra the reasonable salvage value of Ultra's interest in the salvageable materials and equipment associated therewith at the time of take over, as enumerated in Exhibit "A" attached hereto.

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

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

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

EXECUTED on the dates indicated below, but to be effective for all purposes as of January 4, 1999.

GAH

ULTRA RESOURCES, INC.

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

Executed: 2-22-99

ULTRA PETROLEUM (USA) INC.

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

Executed: 2-22-99

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

By _____
Gilman A. Hill, General Partner
and President

Executed: March 3, 1999

STATE OF COLORADO)
) ss.
COUNTY OF ~~ARAPAHOE~~ Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of ~~January~~ February, 1999, personally appeared R. G. "Jerry" Albertus, as President of Ultra Resources, Inc., a Wyoming corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO)
) ss.
COUNTY OF ~~ARAPAHOE~~ Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of ~~January~~ February, 1999, personally appeared R. G. "Jerry" Albertus, as President of Ultra Petroleum (USA) Inc., a Colorado corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of ~~January~~ March, 1999, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

JoAnn Sarver
JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

My Commission Expires:

November 21, 2002

Exhibit "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale of Well Bore, effective January 4, 1999, between Ultra Resources, Inc., Ultra Petroleum (USA) Inc. And Shama Zoe Limited Partnership, d/b/a Alpine Gas Company.

ASSIGNED PREMISES

WELL: Daniel #2-16 (well bore only)
Township 33 North, Range 111 West, Section 16: NW/4NE/4,
Sublette County, Wyoming

SALVAGE VALUE OF EQUIPMENT: DANIEL #2-16

EQUIPMENT:	Production Tubing	11,862 feet @ $3.00/ft	$35,586.00
	*Wellhead Christmas Tree	50% of Cost ($21,935.55)	10,967.78
		TOTAL SALVAGE VALUE	$46,553.78

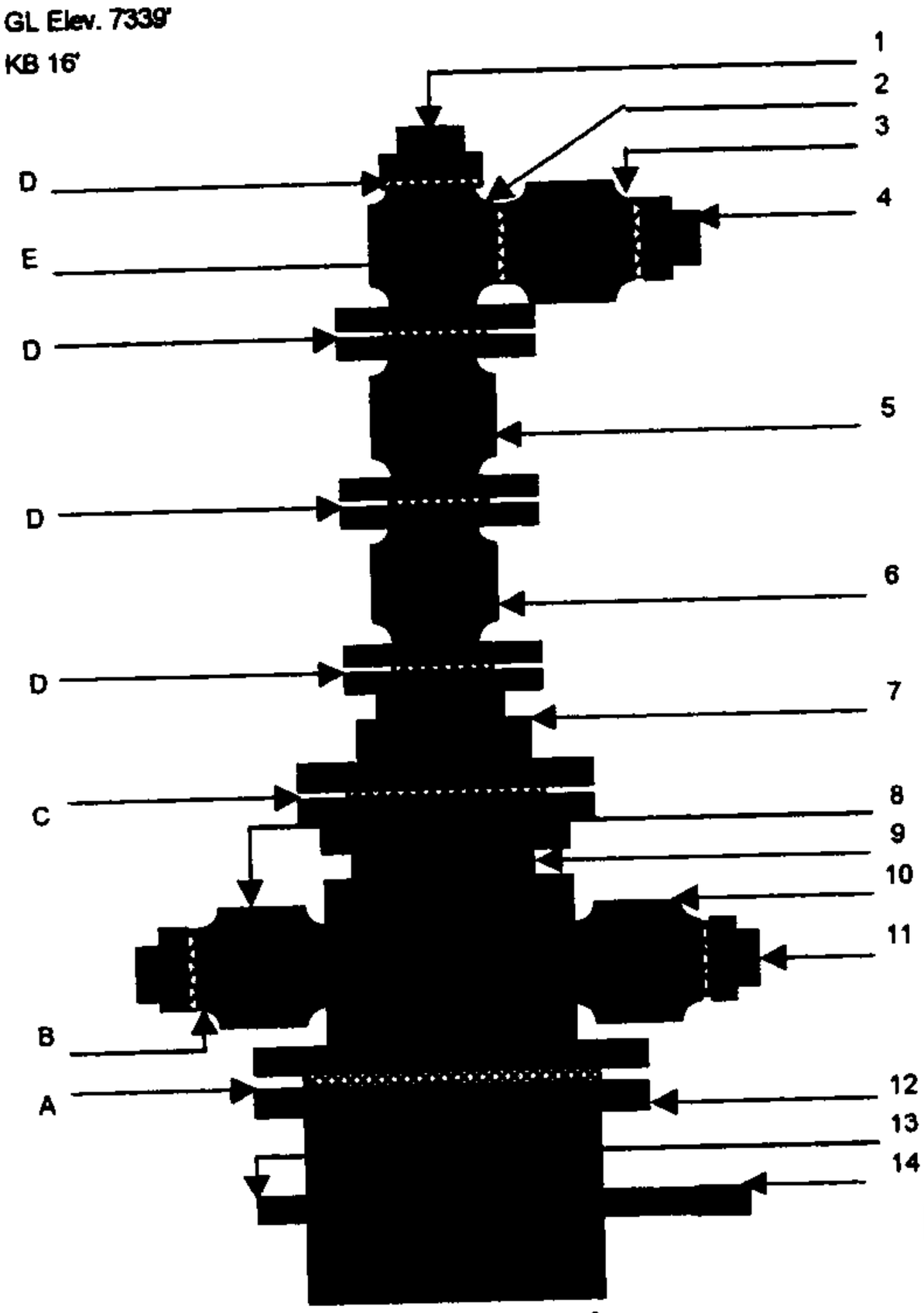
*as shown on Page 2 of this Exhibit "A"

Page 2 of E[redacted]"A", attached hereto and m[redacted]art of that certain Assignm[redacted]l
Bill of Sale of Well Bore, effective January 4, 1999, between Ultra Resources, Inc.,
Ultra Petroleum (USA) Inc. AND Shama Zoe Limited Partnership, d/b/a Alpine Gas Company.

10000# Tree Diagram Daniel 2-16
Ultra Resources, Inc.
Sec. 16, T33N, R111W

Org. KB Elev. 7355'
GL Elev. 7339'
KB 16'

Date: 10/08/98
API #: 49-035-21629



Tree Description			
#	Description	Size	PSI
	FMC 2 7/8 Tree Cap	2 9/16	10,000
	FMC Tee	2 9/16	10,000
	FMC Wing Valve	1 13/16	10,000
	2" LP Flange	1 13/16	10,000
	FMC Tree Valve	2 9/16	10,000
	FMC Tree Valve	2 9/16	10,000
	FMC Adaptor Spool	2 9/16	10,000
		7 1/16	10,000
	FMC Csg. Valve	1 13/16	10,000
	FMC Tbg. Spool	7 1/16	10,000
		11	5,000
	FMC Csg. Valve	1 13/16	10,000
	2" LP Flange	2	5,000
	FMC Csg. Head	11	5,000
13	Bull Plug	2	5,000
14	Ball Valve	2	5,000

Flange Description			
#	Description	PSI	Gasket
A	Csg. Head/Tbg. Spool	5,000	R-54
B	1 13/16 Csg. Valve Flange	10,000	BX-151
C	7 1/16 Adaptor Spool	10,000	BX-156
D	2 1/16 Tree Valve Flange	5,000	BX-152
E	1 13/16 Wing Valve Flange	10,000	BX-151

75359-024

596

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated April 8, 1998, from 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, to Hanson & Strahn, Inc., lessee, recorded in Book 109 O&G, Page 442 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 760.00 acres, more or less. 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 6th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

272362

RECORDED March 23 1999 8:30 M
IN BOOK 110 O&G PAGE 596
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Carter

On this 6th day of November, 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 6th day of November, 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

75359-024

[redacted] [redacted] [redacted]

75359-02[redacted] [redacted] [redacted]

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 31, 1998, from Bonnie Du Bois, a married woman dealing in her sole and separate property, individually and as an heir of the Estate of Ann I. Muir, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 491 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 760.00 acres, more or less. 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 17th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 17th day of November, 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 17th day of November, 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

272363

RECORDED March 23 1999 8:30 AM
IN BOOK 110 O&G PAGE 597
FEES $6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loctor

75359-020

598

75359-019

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 31, 1998, from Robert L. Hallman, a married man dealing in his sole and separate property, individually and as sole heir of the Estate of Janice M. Hallman, deceased, and as an heir of the Estate of Ann I. Muir, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 540 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 760.00 acres, more or less. 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 13th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED) 8:30a
RECORDED March 23 1999 M
IN BOOK 110 O&G PAGE 598
FEES 6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socha

ACKNOWLEDGMENT

272364

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 13th day of November, 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 13th day of November, 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

75359-019

75359-02[redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 31, 1998, from Jane E. Muir, a widow, individually and as an heir of the Estate of John P. Muir, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 109 O&G, Page 543 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 760.00 acres, more or less. 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 17th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

272365

(NO ATTEST REQUIRED)
RECORDED March 23 1999 8:30A M
IN BOOK 110 O&G PAGE 599
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

On this 17th day of November, 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 17th day of November, 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

600

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 9th day of June, 1998.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, 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 9th day of June, 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

272366

RECORDED March 23 1999 8:30 A M
IN BOOK 110 046 PAGE 600
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

75359.016 RUBEN

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Diocese of Cheyenne, a Wyoming religious and charitable nonprofit corporation	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 24: SW1/4SW1/4 25: W1/2 26: NE1/4NE1/4 35: NE1/4SE1/4 36: W1/2	Sublette County	Wyoming	3-18-98	3-18-98	107/587 5-4-98

(8)

602

L&E # 75359-027
9'0811.

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated April 8, 1998, from 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, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 109 O&G, Page 438 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 760.00 acres, more or less. 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 17th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)
RECORDED March 23 1999 9:30 M
IN BOOK 110 O+G PAGE 602
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

272367

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 17th day of November, 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 17th day of November, 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

75359-027

[redacted] [redacted] [redacted]

LSE [redacted]-10-10-010
Ruben Prospect

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 1st day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 1st day of July, 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 1st day of July, 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

272368

RECORDED March 23, 1999 9:30 M
IN BOOK 110 O&G PAGE 603
FEES 8.00 m COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loxton

75412-010

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Colleen Haviland, fka Colleen Noble, a widow	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 25: SW1/4NE1/4, S1/2SE1/4, NW1/4SE1/4	Sublette County	Wyoming	4-1-98	1-17-99	108/42 6-24-98

604

75412-010

lse # [redacted]12a-007
Ruben Prospect

[redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272369

RECORDED March 23 1999 9:30 M
IN BOOK 110 O&G PAGE 605
FEES 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

75412-007

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Dorothy A. Noble, a widow	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 25: SW1/4NE1/4, S1/2SE1/4, NW1/4SE1/4	Sublette County	Wyoming	4-1-98	1-17-99	108/50 6-24-98

LSE [redacted] 59-017 [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272370

RECORDED March 23 1999 8:30 AM
IN BOOK 110 O+G PAGE 607
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

75359-017

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Richard E Mounts and Diana M Mounts,individually and as husband and wife, and as heirs of the Estates of Dorothy Muir Mounts and Jessie M. Muir, both deceased,	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 24: SW1/4SW1/4 25: W1/2 26: NE1/4NE1/4 35: NE1/4SE1/4 36: W1/2	Sublette County	Wyoming	3-31-98	12-29-98	108/38 6-24-98

608

75359-017

LSE # [redacted] 59-018

[redacted]

[redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272371

RECORDED March 23 1999 8:30A M
IN BOOK 110 OG PAGE 609
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

75359-018

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Margery J. Moran, a widow	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 24: SW1/4SW1/4 25: W1/2 26: NE1/4NE1/4 35: NE1/4SE1/4 36: W1/2	Sublette County	Wyoming	3-31-98	12-29-98	108/54 6-24-98

LSE# [redacted]008 [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272372

RECORDED March 23 1999 8:30A M
IN BOOK 110 O+G PAGE 611
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

75412-008

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Robert Charles Noble, aka Robert C. Noble and Arlene R. Noble, individually and as husband and wife	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 25: SW1/4NE1/4, S1/2SE1/4, NW1/4SE1/4	Sublette County	Wyoming	4-1-98	1-17-99	108/92 7-8-98

612

754128

[redacted] [redacted] [redacted]

a

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 1st day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 1st day of July, 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 1st day of July, 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

272373

RECORDED March 23 1999 M
IN BOOK 110 O+G PAGE 613
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

25412.009

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Sally Noble Kidd, a widow	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 25: SW1/4NE1/4, S1/2SE1/4, NW1/4SE1/4	Sublette County	Wyoming	4-1-98	1-17-99	108/46 6-24-98

614

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Rdd Strahn

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272374

RECORDED March 23 1999 3:30p M
IN BOOK 110 OAS PAGE 615
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Easton

75496-011 Blanket

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Dianna J. Goodman, a single woman	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 15: S1/2S1/2 21: E1/2NE1/4 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4 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	4-7-98	4-7-98	108/96 7-8-98

LS[redacted]96-015 [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 27th day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 27th day of July, 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 July, 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

272375

RECORDED March 23 1999 8:30A M
IN BOOK 110046 PAGE 607
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

75496-015

607

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Shane Goodman, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 31 North, Range 113 West, 6th P.M. 15: S1/2S1/2 21: E1/2NE1/4 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4 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	4-7-98	4-7-98	108/292 7-22-98

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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".

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TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 27th day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 27th day of July, 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 July, 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

272376

RECORDED March 23 1999 8:30 A M
IN BOOK 110 O+G PAGE 619
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

E Chapel Canyon

619

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Mary Nell (Hannon) McGinnis, a single woman	Hanson & Strahn, Inc.	Township 28 North, Range 112 West, 6th P.M. 11: SE1/4SW1/4 14: NE1/4NW1/4	Sublette County	Wyoming	5-6-98	5-6-98	108/289 7-22-98

620

ASSIGNMENT OF
OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 1st day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 1st day of July, 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 1st day of July, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMIS[illegible] MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

272377

RECORDED March 23 1999 9:30 AM
IN BOOK 110 O+G PAGE 621
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

75495.00 J

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Marjorie Brawley, a widow	Hanson & Strahn, Inc.	Township 28 North, Range 112 West, 6th P.M. 11: SE1/4SW1/4 14: NE1/4NW1/4	Sublette County	Wyoming	5-6-98	5-6-98	108/70 6-24-98

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 22nd day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 22nd day of July, 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 22nd day of July, 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

272378

RECORDED March 23 1999 8:30 AM
IN BOOK 110 OIG PAGE 623
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

623

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Aaron H. McGinnis and Caroline B. McGinnis, individually and as husband and wife	Hanson & Strahn, Inc.	Township 28 North, Range 112 West, 6th P.M. 11: SE1/4SW1/4 14: NE1/4NW1/4	Sublette County	Wyoming	5-6-98	5-6-98	108/73 6-24-98

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

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 77210-4362, 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 27th day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 27th day of July, 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 July, 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

272379

RECORDED March 23 1999 1:30 P M
IN BOOK 110 046 PAGE 625
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

75495-012

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Jane McGinnis, individually and as AIF for William J. McGinnis, aka William J. McGinnis, Jr.	Hanson & Strahn, Inc.	Township 28 North, Range 112 West, 6th P.M. 11: SE1/4SW1/4 14: NE1/4NW1/4	Sublette County	Wyoming	5-6-98	5-6-98	108/286 7-22-98

[redacted] [redacted] [redacted]

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-134684

Lease Effective Date
(Anniversary Date)
May 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **Fort Collins Consolidated Royalties, Inc. 36.125%**
   Street **P.O. Box 1363**
   City, State, ZIP Code **Cheyenne, Wyoming 82003**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 32: All Containing 640 acres more or less Sublette County, Wyoming	100.0000%	50.5000%	49.5000%	0.0000%	of Record

272425 11:10A

RECORDED March 26 1999 M
IN BOOK 110 O+6 PAGE 627
FEES $ 16.00 [illegible] 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)

628

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.

Nerd Enterprises, Inc. 12.375%
P.O. Box 949
Casper, Wyoming 82602

Edward M. Warner 2.00%
1401 17th Street, Suite 1200
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (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 10th day of February, 1999 Executed this 3rd day of March, 19 ____

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor John W. Martin, President
or
Attorney-in-fact
(Signature)

370 17th Street Suite 3020
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Fort Collins Consolidated Royalties, Inc.

Assignee
or
Attorney-in-fact
(Signature)

*BUT EFFECTIVE FEBRUARY 3,1995

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1996-774-004/41005

[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.

Nerd Enterprises, Inc. 12.375%
P.O. Box 949
Casper, Wyoming 82602

Edward M. Warner 2.00%
1401 17th Street, Suite 1200
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Executed this _____ * _____ day of _____, 19 _____

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

Assignor _____
or

Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 15th * day of February, 19 99

Nerd Enterprises, Inc.

Assignee Mick McMurry
or (Signature)

Attorney-in-fact _____
(Signature)

***BUT EFFECTIVE FEBRUARY 3,1995**

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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*U.S. GPO: 1996-774-004/41005

630

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.

Nerd Enterprises, Inc. 12.375%
P.O. Box 949
Casper, Wyoming 82602

Edward M. Warner 2.00%
1401 17th Street, Suite 1200
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (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 _____ * _____ day of _____, 19 _____ Executed this 9th * day of March, 1999

Name of Assignor as shown on current lease _____ Edward M. Warner
Please type or print

Assignor _____ **Assignee** Edward M. Warner
(Signature)

or or

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

(Assignor's Address)

(City) (State) (Zip Code)

***BUT EFFECTIVE FEBRUARY 3,1995**

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1996-774-004/41005

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of February 1999, 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~~ 11-13-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 16th day of February, 1999, by Mick McMurry, President of Nord Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 6 April 1999

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 4th day of March, 1999, by William R. Wood, Executive Vice Pres of Fort Collins Consolidated Royalties Inc a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-1-2002

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1999, by EDWARD M WARNER, AN INDIVIDUAL. ~~of _____, a _____ corporation, on behalf of the corporation.~~

Witness my hand and official seal.

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO SEAL

Janet K. Hamamoto
Notary Public

My commission expires: November 30, 2001

[redacted] [redacted] [redacted]

WELLBORE ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, EFFECTIVE February 1, 1999 "the Effective Date" **MCMURRY OIL COMPANY**, 370 17th Street, Suite 3020, Denver, Colorado 80202 (hereinafter "Assignor") for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to **CROWN OIL & GAS COMPANY, INC.**, whose address is 152 Calpet Road, Big Piney, Wyoming 83113 (hereinafter "Assignee") the following:

1. All of Assignor's right title and interest in and to the wellbore (the 'Wellbore') of the Chapel Federal #10-25 well (the "Well") located 1312' FNL and 1306' FWL (in the NW/4) of Section 25, Township 28 North, Range 112 West, Sublette, County, Wyoming, together with all associated personal property, equipment, fixtures and improvements appurtenant to or used in connection therewith (all of which are hereinafter called the "Interest).

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

3. All production from the Wellbore of the Well from the Effective Date forward:

4. All rights of Assignor to claim revenues or gas resulting from any underproduction attributable to Assignee's interests in the Well: and

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

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

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

1200P

272451

RECORDED March 29 1999 M
IN BOOK 110 Oil & G PAGE 633
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. Assignor and Assignee have each retained a counterpart of this Assignment.

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

EXECTED this 3rd day of March, 1999.

ASSIGNOR:
MCMURRY OIL COMPANY

John W. Martin, President

ASSIGNEE
CROWN OIL & GAS COMPANY

David W. Neher, President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of March, 1999 by John W. Martin, President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Melanie M Sawyer
Notary Public

SEAL

My commission expires: 11-13-2002

STATE OF CA)
) ss
COUNTY OF Kern)

The foregoing instrument was acknowledged before me this 24th day of March, 1999 by David W. Neher, President of Crown Oil & Gas Company, Inc. a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires:

CRAIG LAURIN
COMM. # 1057371
Notary Public — California
KERN COUNTY
My Comm. Expires JUN 23, 1999

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 97-00350 Assignment Approval Date - JAN [illegible]

ASSIGNOR, with name and address at, **ANDOVER PARTNERS**
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

being the owner 25 percent **LEASEHOLD**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

TWP 28N, RGE 107W, 6TH PM
SEC 24: SE/4SE/4
40.00 ACRES, M/L
SUBLETTE COUNTY, WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: **ANDEX RESOURCES, L. L. C.**
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN EXHIBIT "A"

25 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.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, -0-

272463

RECORDED March 30, 1999 8:00 AM
IN BOOK 110 O&G PAGE 636
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 3RD day of NOVEMBER 19 98.

ASSIGNOR - ANDOVER PARTNERS	Assignee (1) - ANDEX RESOURCES, L.L.C.
By - Tom L. Dodds	By - Tom L. Dodds
Title - TOM L. DODDS ATTORNEY-IN-FACT	Title - TOM L. DODDS VICE PRESIDENT-LAND
Attest -	Attest -

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS ATTORNEY-IN-FACT FOR ANDOVER PARTNERS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-15-2000

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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 leas regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under th lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of th obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessee are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest relate to any performance obligation considered to be in default.)

3)

4) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must b furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones unde
5) operating leases, begin without a bond first being in place.

If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignmen
6) approval will be given.

7) The appropriate legal description of the conveyed lands interests must be given.

Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do no
8) change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease create therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

9) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, an general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approva of any assignment.

Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental paymen obligation(s) for any State subsurface resource lease.

Exhibit "A"

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following property (Assignor's interest in the below-described property being referred to herein as the "*Property*"):

(a) the Oil and Gas Lease described in the foregoing assignment to which this Exhibit "A" is attached, located in Sublette County, Wyoming, (the "*Lease*") and the lands covered by the Lease (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Lease and Land;

(b) the production from or attributable to the Lease from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Land, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Land, to the extent used in connection with or attributable to the Lease; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Lease (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Lease after the Effective Time, insofar as such covenants and obligations relate to the interests in the Lease herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Property unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Lease (the "*Effective Time*").

[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 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 97-00723 Assignment Approval Date - JAN 1 [illegible]

ASSIGNOR, with name and address at, **ANDOVER PARTNERS**
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

being the owner 25 percent **LEASEHOLD**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

TWP 30N, RGE 108W, 6TH PM
SEC 16: S/2
320.00 ACRES, M/L
SUBLETTE COUNTY, WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

ANDEX RESOURCES, L.L.C.
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN EXHIBIT "A"

25 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.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

272464

RECORDED March 30 1999 8:20A M
IN BOOK 110 O+G PAGE 639
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and reserving unto ASSIGNOR, -0-

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 3RD day of NOVEMBER 19 98 .

ASSIGNOR - **ANDOVER PARTNERS**	Assignee (1) - **ANDEX RESOURCES, L.L.C.**
By - Tom L. Dodds	By - Tom L. Dodds
Title - **TOM L. DODDS ATTORNEY-IN-FACT**	Title - **TOM L. DODDS VICE PRESIDENT-LAND**
Attest -	Attest -

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS ATTORNEY-IN-FACT FOR ANDOVER PARTNERS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER. 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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 leas regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under th lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of th obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessee are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest relate to any performance obligation considered to be in default.)

3)

4) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must b furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones unde operating leases, begin without a bond first being in place.

5)

v

If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignmen
6) approval will be given.

7) The appropriate legal description of the conveyed lands interests must be given.

Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do no
8) change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease create therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

9) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, an general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approva of any assignment.

Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental paymen obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

Exhibit "A"

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following property (Assignor's interest in the below-described property being referred to herein as the "*Property*"):

(a) the Oil and Gas Lease described in the foregoing assignment to which this Exhibit "A" is attached, located in Sublette County, Wyoming, (the "*Lease*") and the lands covered by the Lease (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Lease and Land;

(b) the production from or attributable to the Lease from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Land, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Land, to the extent used in connection with or attributable to the Lease; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Lease (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Lease after the Effective Time, insofar as such covenants and obligations relate to the interests in the Lease herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Property unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Lease (the "*Effective Time*").

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 **97-00724** Assignment Approval Date - JAN 19 1999

ASSIGNOR, with name and address at, **ANDOVER PARTNERS**
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

being the owner **25** percent **LEASEHOLD**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

TWP 30N, RGE 109W, 6TH PM
SEC 36: ALL
640.00 ACRES, M/L
SUBLETTE COUNTY, WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

ANDEX RESOURCES, L.L.C.
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN EXHIBIT "A"

25 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.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

272465

RECORDED March 30 1999 8:20A M
IN BOOK 110 O&G PAGE 642
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and reserving unto ASSIGNOR, -0-

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 3RD day of NOVEMBER 19 98 .

ASSIGNOR - **ANDOVER PARTNERS**	Assignee (1) - **ANDEX RESOURCES, L.L.C.**
By - Tom L. Dodds	By - Tom L. Dodds
Title - **TOM L. DODDS ATTORNEY-IN-FACT**	Title - **TOM L. DODDS VICE PRESIDENT-LAND**
Attest -	Attest -

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS ATTORNEY-IN-FACT FOR ANDOVER PARTNERS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER, 1998.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-2000

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as t 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 leas regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under th lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of th obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessee are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest relate to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must b furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones unde operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignmen approval will be given.

6)

7) The appropriate legal description of the conveyed lands interests must be given.

8) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do no change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease create therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

9) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, an general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approva of any assignment.

Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental paymen obligation(s) for any State subsurface resource lease.

Exhibit "A"

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following property (Assignor's interest in the below-described property being referred to herein as the "*Property*"):

(a) the Oil and Gas Lease described in the foregoing assignment to which this Exhibit "A" is attached, located in Sublette County, Wyoming, (the "*Lease*") and the lands covered by the Lease (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Lease and Land;

(b) the production from or attributable to the Lease from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Land, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Land, to the extent used in connection with or attributable to the Lease; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Lease (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Lease after the Effective Time, insofar as such covenants and obligations relate to the interests in the Lease herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Property unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Lease (the "*Effective Time*").

[redacted] [redacted] [redacted]

CORRECTED

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

This instrument (this "Ratification and Amendment"), dated as of the 22nd day of December, 1998, is by KCS RESOURCES, INC., a Delaware corporation, doing business in the States of Montana, North Dakota, and Wyoming as KCS Mountain Resources, Inc., whose Taxpayer Identification Number is 76-0413320, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; KCS MICHIGAN RESOURCES, INC., a Delaware corporation, whose Taxpayer Identification Number is 76-0482274, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; and KCS ENERGY MARKETING, INC., a New Jersey corporation, whose Taxpayer Identification Number is 22-2267499, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056 (each sometimes referred to individually as "Mortgagor" and collectively as "Mortgagors"), for the benefit of CIBC INC., a Delaware corporation, whose Taxpayer Identification Number is 58-1760354, and with principal offices in New York, New York County, New York, and whose mailing address is 425 Lexington Avenue, 7th Floor, New York, New York 10017, in trust as mortgagee, as Collateral Agent for the benefit of the Lenders (defined below) pursuant to the Credit Agreement described below (in such capacity, together with its successors in such capacity pursuant to the terms of the Credit Agreement, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagors have heretofore executed one or more counterparts of certain security instruments more particularly described in Schedule I attached hereto and incorporated herein for all purposes by this reference (as amended or partially released by Mortgagee prior to the date of this instrument, whether or not such amendments or partial releases are filed of record and whether or not reflected in said Schedule I, each a "Mortgage", and collectively, the "Mortgagees");

WHEREAS, the Mortgages were executed and delivered to secure the payment or performance of certain indebtedness and other obligations of Mortgagors, as more fully described in said instruments, including the promissory notes described in the Mortgages;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement dated effective as of September 25, 1996 as amended by a First Amendment to Credit Agreement dated July 1, 1997, a Second Amendment to Credit Agreement dated March 24, 1998, a Third Amendment to Credit Agreement dated November 12, 1998, and a First Amended and Restated Credit Agreement of even date herewith (collectively, the "Credit Agreement"), by and among Mortgagors (each individually a "Borrower" and, collectively, the "Borrowers"), Canadian Imperial Bank of Commerce, as Agent (the "Agent"), Mortgagee, as Collateral Agent, and the other parties signatory

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RECORDED April 2, 1999 M 9:35A
IN BOOK 110 O+G PAGE 645
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Corrected - (WYOMING)
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thereto from time to time (the "Lenders"), the Lenders have agreed to renew, extend or rearrange credit to or for the benefit of Mortgagors; and

WHEREAS, pursuant to the Credit Agreement, the parties hereto desire to ratify and amend the Mortgages as described below, and to renew, extend and carry forward the liens arising thereunder;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by Mortgagors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagors, the parties hereto agree as follows, with capitalized terms used but not defined herein having meanings assigned to such terms in the Credit Agreement:

1. AMENDMENTS.

(a) Effective December 22, 1998, the existing Paragraph 2.1 of the Mortgages is deleted and the amended Paragraph 2.1 set forth below is substituted in its place:

"2.1 Specific Obligations. The Obligations include, without limitation:

(a) the indebtedness evidenced by the Notes, including, without limitation, the following described promissory notes dated December 22, 1998 and executed by the Borrowers, each bearing interest and being payable as provided in the Credit Agreement:

(i) Promissory Note to the order of the CANADIAN IMPERIAL BANK OF COMMERCE in the original principal amount of THIRTY-EIGHT MILLION AND NO/100 DOLLARS ($38,000,000.00) with a final maturity of September 30, 2000;

(ii) Promissory Note to the order of BANC ONE TEXAS in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS ($32,000,000.00) with a final maturity of September 30, 2000.

(iii) Promissory Note to the order of COMERICA BANK-TEXAS in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000.00) with a final maturity of September 30, 2000.

(iv) Promissory Note to the order of NATIONSBANK OF TEXAS, N.A. in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS

[redacted] [redacted] [redacted]

($32,000,000.00) with a final maturity of September 30, 2000.

(v) Promissory Note to the order of DEN NORSKE BANK ASA in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000.00) with a final maturity of September 30, 2000.

(vi) Promissory Note to the order of CANADIAN IMPERIAL BANK OF COMMERCE in the original principal amount of TEN MILLION AND NO/100 DOLLARS ($10,000,000.00) with a final maturity of September 30, 2000.

(b) all other obligations and liabilities of the Borrowers, or any one or more of them, to Mortgagee and the Lenders, now existing or hereafter incurred, under, arising out of or in connection with any Loan Document."

(b) Effective December 22, 1998, the term "Indebtedness" as used in the Mortgages (as amended by this Ratification and Amendment) shall, in addition to the matters set forth in Paragraph 2.3 of the Mortgages, include the Obligations referenced in the foregoing amended Paragraph 2.1.

(c) Exhibit B attached to the Mortgages setting forth the interest provisions applicable to the Notes is hereby deleted and replaced with a new Exhibit B in the form attached hereto.

2. REAFFIRMATION OF MORTGAGES. The Mortgages, as amended hereby, are declared and acknowledged by Mortgagor to be in full force and effect, in accordance with their terms. Giving effect to the foregoing amendment of the Mortgages, Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee named in the Mortgages ("Trustee"), for the benefit of Mortgagee, and grant to Mortgagee a security interest in, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property (as such term is defined in the Mortgages (as amended or released to date) and described in the effective Exhibits thereto and so used herein) upon the terms and provisions of the Mortgages. Without limiting the foregoing, Mortgagor hereby ratifies the warranties, representations and covenants of Mortgagor contained in the Mortgages.

TO HAVE AND TO HOLD all and singular the Mortgaged Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release of the Mortgages in anywise belonging or appertaining thereto, unto said Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them, forever.

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

For the convenience of the parties, this instrument may be executed in multiple counterparts. 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.

[SIGNATURES BEGIN ON NEXT PAGE]

[redacted] [redacted] [redacted]

MORTGAGOR:

KCS RESOURCES, INC.,
a Delaware corporation, doing business in the States of Montana, North Dakota, and Wyoming as KCS Mountain Resources, Inc.

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF NEW JERSEY §
§
COUNTY OF Middlesex §

The foregoing instrument was acknowledged before me this 10th day of March, 1999, by Kathryn M. Kinnamon, Vice President of KCS RESOURCES, INC., a Delaware corporation, doing business in the States of Montana, North Dakota, and Wyoming as KCS Mountain Resources, Inc., on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Edison, State of New Jersey, this 10th day of March, 1999.

_____
Notary Public - State of New Jersey
DIANE STEUERNAGEL
A Notary Public of New Jersey
My Commission Expires Nov. 27, 2001

(Printed Name of Notary)

650

MORTGAGOR:

KCS MICHIGAN RESOURCES, INC., a Delaware corporation

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF NEW JERSEY §
§
COUNTY OF Middlesex §

The foregoing instrument was acknowledged before me this 10th day of March, 1999, by Kathryn M. Kinnamon, Vice President of KCS MICHIGAN RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Edison, State of New Jersey, this 10th day of March, 1999.

_____
Notary Public - State of New Jersey

DIANE STEUERNAGEL
A Notary Public of New Jersey
My Commission Expires Nov. 27, 2001
(Printed Name of Notary)

[redacted] [redacted] [redacted]

MORTGAGOR:

KCS ENERGY MARKETING, INC., a
New Jersey corporation

By: _____
Kathryn M. Kinnamon
Vice President

STATE OF NEW JERSEY §
§
COUNTY OF Middlesex §

The foregoing instrument was acknowledged before me this 10th day of March, 1999, by Kathryn M. Kinnamon, Vice President of KCS ENERGY MARKETING, INC., a New Jersey corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Edison, State of New Jersey, this 10th day of March, 1999.

_____
Notary Public - State of New Jersey
DIANE STEUERNAGEL
A Notary Public of New Jersey
My Commission Expires Nov. 27, 2001

_____
(Printed Name of Notary)

THUS SIGNED in multiple originals in my office in New York, New York County, New York, by the person whose name appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the 2nd day of March, 1999, after due reading of the whole.

COLLATERAL AGENT:

CIBC INC., a Delaware corporation, as Collateral Agent

ATTEST:

By: _____
Name: PATRICIA BOURDON
Title: Secretary

[SEAL]

By: _____
Marybeth Ross
Authorized Signatory

WITNESSES:

_____
A. F. TELLERMAN
(Printed Name of Witness)

_____
VINCENT SIINO
(Printed Name of Witness)

My Commission Expires:

_____

_____
Notary Public, State of New York

SABINE MITTON
Notary Public, State of New York
No. 01MI5034021
Qualified in Kings County
Commission Expires October 3, 2002

(Printed Name of Notary)

[redacted] [redacted] [redacted]

SCHEDULE I
TO
RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM KCS RESOURCES, INC., KCS MICHIGAN RESOURCES, INC. AND KCS ENERGY MARKETING, INC.

Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement, and Assignment of Production dated September 25, 1996, from KCS Resources, Inc., KCS Michigan Resources, Inc. and KCS Energy Marketing, Inc.

JURISDICTION	FILING DATA
WYOMING	
Big Horn	Book 35, Page 787, Mortgage Records, Recorded October 24, 1996.
Carbon County	Book 935, Page 74, Mortgage Records, File #871552, Recorded October 23, 1996.
Converse County	Book 1101, Page 268, Mortgage Records, File #824471, Recorded October 22, 1996.
Fremont County	Book 753, Page 112, Mortgage Records, File #1176503, Recorded October 28, 1996.
Hot Springs County	Book 69, Page 812, Microfilm #411637, Recorded October 29, 1996.
Lincoln County	Book 389,PR, Pages 759-823, File No. 828248, Recorded October 25, 1996.

1831217.1:Resources:002050.00010

Natrona County	Microfilm #586807, Recorded October 22, 1996.
Park County	File #1996 6313; Recorded October 22, 1996.
Sublette County	Book 66, Page 397, Mortgage Records, File #259274, Recorded October 24, 1996.
Sweetwater County	Book 880, Page 267-333, Mortgage Records, File No. 1225311, Recorded October 22, 1996.
Washakie County	Book 72, Page 2147, Mortgage Records, File #455350, Recorded October 23, 1996.

[redacted] [redacted] [redacted]

PARTIAL RELEASE OF LIENS AND SECURITY INTERESTS

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

THAT the undersigned, **CIBC INC.**, with offices at 425 Lexington Avenue, 7th Floor, New York, New York 10017, is the present legal and equitable holder of all liens arising under and pursuant to or restated in the following instruments (hereinafter collectively defined as the "Mortgage") and is the Mortgagee, Secured Party and/or Collateral Agent under the Mortgage, which covers certain properties located in, among other locations, Sublette County, Wyoming:

(a) Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from **KCS Resources, Inc.,** doing business as KCS Mountain Resources, Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, a counterpart of which is recorded in Book 102, Page 655, Oil and Gas Records of the County Clerk of Sublette County, Wyoming;

(b) Ratification of and Amendment to Mortgage, Deed of Trust, Indenture, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of December 14, 1995, between **KCS Resources, Inc.,** doing business as KCS Mountain Resources, Inc., and Bank One, Texas, National Association, as Agent, a counterpart of which is recorded in Book 103, Page 59, Oil and Gas Records of the County Clerk of Sublette County, Wyoming;

(c) Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated as of September 25, 1996, from **KCS Resources, Inc.,** doing business as KCS Mountain Resources, Inc., to Douglas J. Smith, Trustee for the benefit of **CIBC INC.,** a counterpart of which is recorded on October 24, 1996, as Reception No. 259274, in Book 66, Page 397, Mortgage Records of the County Clerk of Sublette County, Wyoming.

(d) Ratification of and Amendment to Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated December 22, 1998, from **KCS Resources, Inc.,** doing business as KCS Mountain Resources, Inc., for the benefit of **CIBC INC.**.

WHEREAS, CIBC INC. desires to grant a release of the mortgaged collateral / property described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, this partial release is given on the express condition that it shall in no way affect the lien of the Mortgage on the remaining property described in the Mortgage but shall only be construed as a release from the lien of the Mortgage as to the mortgaged collateral/property described in Exhibit "A", attached hereto;

272511

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IN BOOK 110 OAG PAGE 655
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

NOW, THEREFORE, this partial release is given in exchange for good and valuable consideration, the receipt and value of which is hereby acknowledged and confessed and the undersigned does, hereby, release the mortgaged collateral/property described in Exhibit "A", attached hereto, from all liens and security interests created by the Mortgage or any financing statement executed pursuant to the Mortgage.

In witness whereof, the undersigned has executed this Partial Release of Mortgage at New York, New York, on the 12th day of March, 1999.

CIBC INC., as Mortgagee, Secured Party and/or Collateral Agent

WITNESSES:

Name: A. F. TELLERMAN

Name: CHRISTINE AHARONIAN

By: Marybeth Ross
Marybeth Ross
Authorized Signatory

ACKNOWLEDGMENT

THE STATE OF NEW YORK §
§
COUNTY OF Kings §

On this 12th day of March, 1999, before me appeared Marybeth Ross, to me personally known, who, being by me duly sworn (or affirmed) did say that she is the Authorized Signatory of **CIBC INC.**, a Delaware corporation, and that the foregoing instrument was signed on behalf of the corporation, acting in the capacities indicated in the instrument, and she acknowledged the instrument to be the free act and deed of the corporation, in such capacities.

Sabine Mitton
NOTARY PUBLIC IN AND FOR
THE STATE OF NEW YORK

MY COMMISSION EXPIRES:

PRINTED NAME: SABINE MITTON

Notary Public, State of New York
No 01MI5034021
Qualified in Kings County
Commission Expires October 3, 2000

C:\WP51\TOM\KCS-CIBC.PARTIAL RELEASE1-Sublette County, WY.wpd

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

WELLS	**LEGAL**
Mesa Unit #2	SENW Sec. 16, T32N-R109W

LEASES

Lessor	Lessee	Date	Recording Book Page	Description
Federal Lease #W-015317	R.L. Manning	6/01/52		Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 9: S/2 SW/4, SW/4 SE/4
Federal Lease #WY-08589	Jean Harmon	10/01/51		Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 17: SE/4 NE/4, NE/4SE/4

957

658

K34819
Big Piney Shallow

ASSIGNMENT AND BILL OF SALE

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

THAT **Hawthorn Oil Company**, P.O. Box 2693, Casper, Wyoming 82602, **Kenneth K. Farmer**, P.O. Box 2891, Casper, Wyoming 82602, **J.D. Coon**, P.O. Box 2003, Casper, Wyoming 82602 and **C.S. O'Connell**, P.O. Box 371, Casper, Wyoming 82602, hereinafter called "Assignors", for and in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, CONVEY AND SET OVER unto **Enron Oil & Gas Company**, 600 17th St., Suite 1100N, Denver, Colorado 80202, hereinafter called "Assignee", subject to the terms, conditions and provisions hereof, and subject to the reservation of overriding royalty interest described herein, all of Assignor's right, title and interest in and to the property described on Exhibit "A" attached hereto and made a part hereof.

Included in the Assignment and Sale is all of Assignors' right, title and interest in and to all personal property, including, but not limited to, wells, tank batteries, flowlines, pumping equipment, tubing, casing, and any other equipment thereon, appurtenant thereto, or used in connection with the oil and gas interests herein assigned.

TO HAVE AND TO HOLD said interests as herein described and personal property unto Assignee forever, subject, to the reservation of overriding royalty interest described below.

This Assignment is made by Assignors and accepted by Assignee expressly subject to the following terms and conditions:

A. Assignors reserve and retain unto themselves, in the proportions set out in Exhibit "B", an overriding royalty interest of a proportionate two and one-half percent (2.5%) of 8/8ths.

B. This Partial Assignment is made subject to all terms, conditions and reservations contained of record as of the Effective Date in all instruments through which Assignors derived title to the Leases.

C. This Partial Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute but one and the same instrument.

D. Assignee shall, (i) at the Effective Date assume, and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests herein conveyed, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental request or

272537

RECORDED April 5 1999 9:15 M
IN BOOK 110 OLS PAGE 658
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the property or premises), and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims arising directly or indirectly from, or incident to, Assignor's ownership of the Interests, prior to the Effective Time;

E. Assignor shall indemnify and hold harmless Assignee from any and all claims, costs, expenses, liabilities or causes of action to or by third parties arising from activities which occur prior to the Effective Date involving the interests transferred pursuant to this Agreement. Assignee shall indemnify and hold harmless Assignor from any and all claims, costs, expenses, liabilities or causes of action to or by third parties arising from activities which occur on or after the Effective Date involving the interests transferred pursuant to this Agreement. Each indemnified party hereunder agrees that upon its discovery of facts giving rise to a claim for indemnity under the provisions of this Agreement, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial or otherwise, by any third party (such third party actions being collectively referred to herein as the "Claim"), with respect to any matter as to which it is entitled to indemnity under the provisions of this Agreement, it will give prompt notice thereof in writing to the indemnifying party together with a statement of such information respecting any of the foregoing as it shall then have. Such notice shall include a formal demand for indemnification under this Agreement. The indemnified party shall afford the indemnifying party a reasonable opportunity to pay, settle or contest the Claim at its expense.

Assignor shall (i) be responsible for any and all claims arising out of the production or sale of hydrocarbons from the interests -- or the proper accounting or payment to parties for their interests therein -- insofar as such claims relate to periods of time prior to the Effective Date, and (ii) defend, indemnify and hold Assignee harmless from any and all such claims. Assignee shall be responsible for all of said types of claims insofar as they relate to periods of time from and after the Effective Date and shall defend, indemnify and hold Assignor harmless therefrom.

This Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title or quantum of interest conveyed, either expressed or implied, Assignee having made its own independent examination and found same to be satisfactory. Furthermore, this Assignment and Bill of Sale is executed without any express or implied warranty or representation as to the merchantability of any of the wells or equipment or their fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee has inspected the property and premises and satisfied itself as to their physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in their "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the subject interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the subject interests or the ability of the interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided Assignee as a convenience and any reliance on or use of the same shall be at Assignee's sole risk. Assignee expressly waives the provisions of Chapter XVII, subchapter e, sections 17.41 through 17.63, inclusive (other than section 17.55a, which is not waived), Vernon's Texas code annotated business and commerce code (the "deceptive trade practices act").

It is agreed between the Assignor and the Assignee that this Assignment and Sale shall be effective as of 7:00 a.m., January 1, 1999, "Effective Date."

The terms and provisions of this Assignment and Sale shall be deemed to be covenants running with the property herein assigned, and shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment and Bill of Sale to be executed this 23rd day of ~~February~~ March, 1999.

ASSIGNORS:

HAWTHORN OIL COMPANY

By: _____
C.S. O'Connell
President

ATTEST:

By: _____

Title: Secretary

KENNETH K. FARMER

By: _____

J.D. COON

By: _____

C.S. O'CONNELL

By: _____

ASSIGNEE:

ENRON OIL & GAS COMPANY

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

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this 24th day of ~~February~~ March, 1999, personally appeared C.S. O'Connell, President of Hawthorn Oil Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, 1999.

My Commission Expires: May 29, 2000

CHERRI R. NEWMAN NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 29, 2000

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this 24th day of ~~February~~ March, 1999, personally appeared Kenneth K. Farmer, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of ~~February~~ March, 1999.

My Commission Expires: May 29, 2000

CHERRI R. NEWMAN NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 29, 2000

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this 24th day of ~~February~~ March, 1999, personally appeared J.D. Coon, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of ~~February~~, 1999.

My Commission Expires: May 29, 2000

CHERRI R. NEWMAN NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 29, 2000

Notary Public

1010

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this 24th day of ~~February~~ March, 1999, personally appeared C.S. O'Connell, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of ~~February~~ March, 1999.

My Commission Expires: May 29, 2000

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this 23rd day of ~~February~~ March, 1999, personally appeared Andrew C. Morris, Agent and Attorney-in-Fact for Enron Oil & Gas Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of ~~February~~ March, 1999.

My Commission Expires:

My Commission Expires July 26, 2002

Notary Public

17154A

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached hereto and made a part hereof of that certain
Assignment and Bill of Sale dated effective January 1, 1999,
between Hawthorn Oil Company, Kenneth K. Farmer, J.D. Coon,
and C.S. O'Connell, Assignors, and Enron Oil & Gas Company, Assignee

Property Conveyed

United States of America Oil and Gas Lease WYW-71276:

Township 29 North, Range 112 West, 6th P.M.
Section 18: Lots 3, 4, E/2SW/4, W/2SE/4
Section 19: Lot 1, NE/4NW/4, NW/4NE/4

Containing 278.44 acres, more or less, in Sublette County, Wyoming

Federal 21-19 Well – API #049035208960OS1
T29N-R112W, Section 19: NE/4NW/4
Sublette County, Wyoming

17154A

EXHIBIT "B"

Attached hereto and made a part hereof of that certain
Assignment and Bill of Sale dated effective January 1, 1999,
between Hawthorn Oil Company, Kenneth K. Farmer, J.D. Coon,
and C.S. O'Connell, Assignors, and Enron Oil & Gas Company, Assignee

Overriding Royalty Interest Reserved to Assignors:

Hawthorn Oil Company	-	1.75% of 8/8ths
Kenneth K. Farmer	-	.375% of 8/8ths
J.D. Coon	-	.1875% of 8/8ths
C.S. O'Connell	-	.1875% of 8/8ths
	TOTAL:	2.50% of 8/8ths

Overriding Royalty Interest Previously Conveyed:

Casper College Foundation	-	1.00% of 8/8ths

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.
SEE EXHIBIT "A"

Lease Effective Date
(Anniversary Date)

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
SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF				NONE	OF RECORD

272614

RECORDED April 7 1999 11:35A M
IN BOOK 110 O+G PAGE 665
FEES $109.50 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacton

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)

6666

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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 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 7th day of December, 1998

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 1st day of March, 1999

LANCE OIL & GAS COMPANY, INC.

Transferee _____ (Signature)

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. 20503.

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

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

[redacted] [redacted] [redacted]

EXHIBIT "A"
Record Title

			Owned	Conveyed	Retained
WY-1016	WYW-142260	Twp 28 North, Rge 107 West Sec 4: Lt 1, W/2SE/4 Sec 7: Lts 5-8, E/2W/2 Sublette Co., WY	75%	15%	60%
WY-1047	WYW-139396	Twp 32 North, Rge 108 West Sec 30: E/2 Sec 31: NE/4, N/2SE/4 Sublette Co., WY	100%	15%	85%
WY-1091	WYW-114041	Twp 31 North, Rge 109 West Sec 7: NE/4, NE/4SE/4 Sublette Co., WY	100%	15%	85%
WY-1094	WYW-114854	Twp 34 North, Rge 111 West Sec 5: NW/4SW/4 Sec 10: NW/4NE/4, SW/4SE/4 Sec 14: All Sec 15: E/2, NE/4NW/4, S/2NW/4, SW/4 Sec 21: N/2 Sec 23: N/2 Sec 28: N/2NW/4 Sublette Co., WY	100%	15%	85%
WY-1095	WYW-121685	Twp 34 North, Rge 111 West Sec 7: NE/4NE/4 Sec 9: SW/4NE/4, S/2NW/4 Sec 18: E/2W/2, NE/4SE/4, S/2SE/4 Sec 19: NE/4, E/2NW/4, NE/4SE/4 Twp 35 North, Rge 112 West Sec 34: SE/4NE/4 Sublette Co., WY	100%	15%	85%
WY-1098	WYW-129704	Twp 34 North, Rge 111 West Sec 13: S/2 Sec 24: N/2 Sublette Co., WY	100%	15%	85%
WY-1099	WYW-130233	Twp 30 North, Rge 109 West Sec 11: SW4 Sublette Co., WY	100%	15%	85%

			Owned	Conveyed	Retained
WY-1100	WYW-130840	Twp 34 North, Rge 110 West Sec 7: Lts 1,2, NE/4, E/2NW.4 Sec 8: S/2N/2 Sec 17: N/2N/2 Sec 18: E/2 Sec 20: All Sec 21: W/2 Sec 29: NE/4, N/2NW/4 Sublette Co., WY	100%	15%	85%
WY-1101	WYW-143374	Twp 31 North, Rge 110 West Sec 12: S/2 Sublette Co., WY	100%	15%	85%
WY-1106	WYW-133085	Twp 34 North, Rge 110 West Sec 1: NW/4SW/4 Sec 8: N/2NW/4 Sec 9: SW/4NW/4 Sublette Co., WY	100%	15%	85%
WY-1107	WYW-133086	Twp 34 North, Rge 110 West Sec 4: Lt 4, W/2NE/4 of Lt 2 Sec 5: Lts 1,2 Sublette Co., WY	100%	15%	85%
WY-1108	WYW-133087	Twp 34 North, Rge 110 West Sec 8: S/2 Twp 34 North, Rge 111 West Sec 11: N/2 Sec 12: S/2 Sec 13: N/2 Sublette Co., WY	100%	15%	85%
WY-1109	WYW-133088	Twp 34 North, Rge 110 West Sec 17: S/2 Sec 19: E/2 Sublette Co., WY	100%	15%	85%
WY-1110	WYW-133089	Twp 34 North, Rge 110 West Sec 18: Lts 1-4 Sec 19: Lts 1-4 Sec 30: Lt 1, N/2NE/4, NE/4NW/4 Sublette Co., WY	100%	15%	85%

[redacted] [redacted] [redacted]

			Owned	Conveyed	Retained
WY-1111	WYW-133092	Twp 35 North, Rge 111 West Sec 12: SW/4, W/2SE/4 Sec 13: All Sec 14: All Sec 23: N/2N/2 Sublette Co., WY	100%	15%	85%
WY-1112	WYW-135123	Twp 32 North, Rge 109 West Sec 4: Lts 5-7, 11-14 Sec 5: Lt 1 Sec 10: W/2NE/4, W/2, SE/4 Sec 14: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec 15: E/2 Sec 18: Lts 1-12 Sec 19: Lts 1-12 Sublette Co., WY	100%	15%	85%
WY-1113	WYW-135132	Twp 35 North, Rge 110 West Sec 7: Lts 1-3, E/2, E/2W/2 Sec 8: W/2, W/2SE/4 Sec 28: SW/4SE/4 Sec 29: SW/4 Sec 30: NE/4SE/4, S/2SE/4 Sec 31: NE/4 Sec 32: W/2NW/4, W/2SE/4, SE/4SE/4 Sec 33: E/2SW/4 Sublette Co., WY	100%	15%	85%
WY-1114	WYW-135141	Twp 34 North, Rge 111 West Sec 2: Lts 3,4 Sec 3: Lt 1, SE/4NE/4, E/2SE/4 Sec 12: N/2 Sublette Co., WY	100%	15%	85%
WY-1115	WYW-135466	Twp 30 North, Rge 109 West Sec 35: All Sublette Co., WY	100%	15%	85%
WY-1116	WYW-136825	Twp 35 North, Rge 110 West Sec 7: Lt 4 Sec 17: W/2E/2, W/2 Sec 18: Lts 1-4, E/2, E/2W/2 Sec 20: W/2E/2, NW/4, N/2SW/4, NE/4SE/4 Sublette Co., WY	100%	15%	85%

			Owned	Conveyed	Retained
WY-1117	WYW-136831	Twp 35 North, Rge 111 West Sec 1: Lts 1-4, S/2N/2, S/2 Sec 2: Lts 1-4, S/2N/2, S/2 Sec 11: All Sec 12: N/2, E/2SE/4 Sublette Co., WY	100%	15%	85%
WY-1118	WYW-142680	Twp 31 North, Rge 109 West Sec 7: Lts 1-12, W/2SE/4, SE/4SE/4 Sec 18: Lts 1-12, E/2 Sublette Co., WY	100%	15%	85%
WY-1149	WYW-141712	Twp 37 North, Rge 110 West Sec 14: NW/4NW/4 Sec 15: N/2, N/2SW/4, SW/4SW/4 Sublette Co., WY	100%	15%	85%
WY-1151	WYW-142264	Twp 30 North, Rge 108 West Sec 19: NE/4, NE/4NW/4, NE/4SE/4 Sec 29: N/2, E/2SE/4 Sublette Co., WY	100%	15%	85%
WY-1171	WYW-131909	Twp 30 North, Rge 109 West Sec 3: Lt 1, SE/4NE/4, SE/4SE/4 Sublette Co., WY	100%	15%	85%
WY-1175	WYW-135471	Twp 30 North, Rge 109 West Sec 25: N/2 Sublette Co., WY	100%	15%	85%
WY-1176	WYW-125138	Twp 31 North, Rge 109 West Sec 20: N/2, SW/4, N/2SE/4, SW/4SE/4 Sublette Co., WY	100%	15%	85%
WY-1181	WYW-118147	Twp 30 North, Rge 107 West Sec 7: NE/4, E/2SE/4 Sec 8: SW/4NE/4 Sublette Co., WY	100%	25%	75%
WY-1183	WYW-118167	Twp 32 North, Rge 109 West Sec 30: Lts 1-12, E/2 Sec 31: Lts 1-12, E/2 Sublette Co., WY	100%	25%	75%

[redacted] [redacted] [redacted]

			Owned	Conveyed	Retained
WY-1184	WYW-118166	Twp 31 North, Rge 109 West Sec 17: All Sec 28: E/2W/2, NW/4SW/4, SW/4SE/4 Sec 5: Lts 3,4, S/2NW/4, SW/4 Sec 6: Lts 1-14, S/2NE/4, SE/4 Sec 8: All Sublette Co., WY	100%	25%	75%
WY-1188	WYW-134428	Twp 27 North, Rge 106 West Sec 18: NE/4NE/4 Sublette Co., WY	33.3333%	8.3333%	25%
WY-1193	WYW-134701	Twp 28 North, Rge 105 West Sec 6: Lts 1-5, SE/4SW/4, SW/4SE/4 Sec 7: Lts 1-4, W/2E/2, E/2W/2 Twp 29 North, Rge 105 West Sec 31: Lts 3,4, E/2SW/4, SE/4 Sublette Co., WY	100%	25%	75%
WY-1243	WYW-135142	Twp 35 North, Rge 111 West Sec 3: Lts 1-4, S/2N/2, S/2 Sec 4: S/2NE/4, E/2SW/4, SE/4 Sec 9: E/2, E/2NW/4 Sec 10: All Sublette Co., WY	100%	15%	85%
WY-1244	WYW-133102	Twp 36 North, Rge 112 West Sec 3: W/2SE/4 Sublette Co., WY	100%	15%	85%
WY-1245	WYW-135143	Twp 36 North, Rge 111 West Sec 28: All Sec 29: All Sec 32: All Sec 33: All Sublette Co., WY	100%	15%	85%
WY-1246	WYW-135148	Twp 36 North, Rge 112 West Sec 23: S/2NW/4, SW/4 Sec 26: N/2, SE/4 Sec 35: N/2NE/4, SE/4NE/4 Sublette Co., WY	100%	15%	85%
WY-1247	WYW-135149	Twp 36 North, Rge 112 West Sec 26: N/2SW/4, SE/SW/4 Sublette Co., WY	100%	15%	85%

			Owned	Conveyed	Retained
WY-1248	WYW-132424	Twp 35 North, Rge 113 West Sec 1: Lts 1-4, S/2N/2, SW/4SW/4 Sec 12: W/2NW/4, N/2SW/4, SE/4SW/4, W/2SE/4, SE/4SE/4 Sec 24: All Sec 25: All Sublette Co., WY	100%	15%	85%
WY-1249	WYW-133103	Twp 36 North, Rge 112 West Sec 12: NE/4NE/4, S/2NE/4, SE/4 Sec 24: E/2 Sublette Co., WY	100%	15%	85%
WY-1250	WYW-133091	Twp 35 North, Rge 111 West Sec 4: Lts 1-4, S/2NW/4, W/2SW/4 Sec 9: W/2NW/4, SW/4 Sublette Co., WY	100%	15%	85%
WY-1251	WYW-132404	Twp 35 North, Rge 110 West Sec 9: N/2, N/2SW/4, SE/4SW/4, SE/4 Sec 11: NE/4, W/2SE/4 Sec 12: W/2NW/4 Sublette Co., WY	100%	15%	85%
WY-1252	WYW-133244	Twp 36 North, Rge 109 West Sec 32: SW/4 Sublette Co., WY	100%	15%	85%
WY-1253	WYW-123583	Twp 35 North, Rge 112 West Sec 33: NW/4NW/4 Sublette Co., WY	100%	15%	85%
WY-1254	WYW-123584	Twp 35 North, Rge 111 West Sec 7: NE/4, NE/4SE/4 Sec 18: Lts 3,4, E/2SW/4, SW/4SE/4 Sec 19: Lts 1-4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4 Sec 25: N/2 Sec 26: N/2 Sec 30: Lts 1,2, E/2NW/4, NE/4, N/2SE/4 Sec 34: S/2S/2, NW/4SE/4, SW/4NE/4 Sec 35: NW/4NW/4, SW/4SW/4 Sublette Co., WY	100%	15%	85%
WY-1256	WYW-143642	Twp 27 North, Rge 106 West Sec 8: All Sec 9: All Sublette Co., WY	33.3334%	5%	28.3334%

[redacted] [redacted] [redacted]

			Owned	Conveyed	Retained
WY-1257	WYW-143643	Twp 28 North, Rge 106 West Sec 28: E/2 Sublette Co., WY	33.3334%	5%	28.3334%
WY-1258	WYW-104180	Twp 28 North, Rge 107 West Sec 10: All Sec 11: All Sec 13: All Sec 14: E/2 Sec 23: NE/4 Sec 24: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec 3: Lts 2,3, S/2 Sublette Co., WY	75%	11.25%	63.75%
WY-1259	WYW-123586	Twp 36 North, Rge 111 West Sec 2: NW/4SE/4 Sec 4: Lts 1,2,4, S/2N/2, S/2 Sec 5: Lts 1-4, S/2N/2, S/2 Sec 9: All Sec 10: All Sec 14: All Sec 15: All Sec 22: All Sublette Co., WY	100%	15%	85%
WY-1213	WYW-108079	Twp 28 North, Rge 107 West Sec 21: All Sec 28: All Sec 6: Lts 1,5-9, NE/4SE/4, S/2SE/4 Sec 7: E/2 Sec 8: All Sublette Co., WY	75%	18.75%	56.25%
WY-1214	WYW-133755	Twp 28 North, Rge 107 West Sec 23: E/2W/2, W/2SE/4 Sec 26: W/2NE/4 Sublette Co., WY	100%	25%	75%
WY-1269	WYW-144148	Twp 31 North, Rge 112 West Sec 8: SE/4 Sec 17: E/2E/2, SW/4NE/4 Sublette Co., WY	100%	15%	85%

			Owned	Conveyed	Retained
WY-1294	WYW-137238	Twp 30 North, Rge 106 West Sec 4: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec 5: SW/4NE/4, S/2NW/4, S/2 Sec 7: E/2SW/4 Sec 8: All Sec 9: E/2NE/4, S/2SW/4, SE/4 Sec 17: N/2, SE/4 Sec 20: NE/4 Sublette Co., WY	100%	15%	85%
WY-1318	WYW-118156	Twp 30 North, Rge 108 West Sec 17: SW/4, N/2SE/4, SW/4SE/4 Sec 18: Lts 1-4, W/2NE/4, SE/4NE/4, E/2W/2, SE/4 Sec 20: All Sec 21: All Sublette Co., WY	100%	25%	75%
WY-1340	WYW-144996	Twp 30 North, Rge 108 West Sec 6: Lts 1,2, S/2NE/4 Twp 31 North, Rge 108 West Sec 29: W/2 Sec 31: E/2 Twp 31 North, Rge 108 West Sec 19: E/2 Sublette Co., WY	66.667% 100%	10% 15%	56.667% 85%
WY-1341	WYW-144997	Twp 31 North, Rge 108 West Sec 35: W/2NE/4, E/2W/2, SE/4 Sublette Co., WY	100%	25%	75%
WY-1342	WYW-144994	Twp 30 North, Rge 108 West Sec 5: Lts 1-4, S/2N/2, S/2 Sec 8: N/2 Twp 31 North, Rge 108 West Sec 30: E/2 Sec 32: W/2 Sublette Co., WY	66.667%	10%	56.667%
WY-1238	WYW-117438	Twp 28 North, Rge 105 West Sec 18: Lts 3,4, E/2SW/4, SE/4 Sec 19: Lts 1-4, E/2, E/2W/2 Sublette Co., WY	75%	18.75%	56. 25%
WY-1338	WYW-107042	Twp 30 North, Rge 108 West Sec 30: Lts 1-4, E/2, E/2W/2 Sec 31: Lts 1-4, E/2, E/2W/2 Sec 32: All Sublette Co., WY	100%	15%	85%

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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.
SEE EXHIBIT "A"

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, COLORAD 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
SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF				None	Of Record

272615

RECORDED April 7 1999 11:35 M
IN BOOK 110 OR6 PAGE 675
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Seaton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

676

BE IT KNOWN, that on this 7th day of December, 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 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 7th day of December, 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 1st day of March, 19 99

LANCE OIL & GAS COMPANY, INC.

Transferee
(Signature)
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. 20503.

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

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

[redacted] [redacted] [redacted]

EXHIBIT "A"
OPERATING RIGHTS

			Owned	Conveyed	Retained
WY-1103	WYW-131911	Twp 31 North, Rge 110 West Sec 1: Lts 1-4, S/2N/2 Sublette Co., WY	100%	15%	85%
WY-1104	WYW-131912	Twp 31 North, Rge 110 West Sec 1: S/2 Sec 2: S/2 Sec 12: N/2 Sublette Co., WY	100%	15%	85%
WY-1173	WYW-115609	Twp 30 North, Rge 109 West Sec 9: All Sec 10: N/2 Sublette Co., WY	100%	15%	85%
WY-1174	WYW-135467	Twp 30 North, Rge 109 West Sec 23: All Sublette Co., WY	100%	15%	85%
WY-1177	WYW-135468	Twp 30 North, Rge 109 West Sec 25: S/2 Sublette Co., WY	100%	15%	85%
WY-1178	WYW-125139	Twp 31 North, Rge 109 West Sec 19: Lts 1-12, E/2 Sec 29: W/2NE/4, W/2 Sec 30: E/2 Sublette Co., WY	100%	15%	85%
WY-1179	WYW-124623	Twp 30 North, Rge 109 West Sec 3: Lt 4, S/2NW/4, SW/4, SW/4SE/4 Sec 4: Lts 1-3, S/2NE/4, SE/4NW/4, S/2 Sec 5: Lts 2-5, S/2NW/4, NW/4SW/4, SE/4SE/4 Sec 6: Lts 8-13, S/2NE/4 Twp 31 North, Rge 109 West Sec 32: Lt 5, SW/4NE/4, W/2, W/2SE/4 Sec 33: Lts 4,7, E/2, E/2NW/4 Sublette Co., WY	100%	15%	85%

678

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 97-00349 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 75% percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 28 NORTH, RGE 107 WEST, 6TH PM
SEC 16: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

11.25% percent interest in the total leasehold, or as described in particular above.

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:

272616

percent interest in the total leasehold, or as described in particular above.

RECORDED April 7 1999 11:36A M
IN BOOK 110 OTG PAGE 678
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular abo

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 63.75%

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 #* 97-00349 *assignment dated* December 1, 1998

WY-1021

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Pomfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

680

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 93-00119 Assignment Approval Date -

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100% percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 32 NORTH, RGE 110 WEST, 6TH PM
SEC 36: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

15% percent interest in the total leasehold, or as described in particular above.

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.

272617

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

RECORDED April 7 1999 11:35A M
IN BOOK 110 OG PAGE 1080
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 85%

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 #* 93-00119 *assignment dated* December 1, 1998

WY-1064

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

6082

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 94-00293 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 33 NORTH, RGE 109 WEST, 6TH PM
SEC 16: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

15% percent interest in the total leasehold, or as described in particular above.

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:

272618

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

RECORDED April 7 1999 11:35 A M
IN BOOK 110 OTG PAGE 6082
FEES $ 8.00 M
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

percent interest in the total leasehold, or as described in particular a

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 85%

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 #* 94-00293 *assignment dated* December 1, 1998

WY-1068

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

684

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 97-00188 Assignment Approval Date -

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100% percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 31 NORTH, RGE 109 WEST, 6TH PM
SEC 16: LOTS 1-6, W/2NE/4, W/2, NW/4SE/4

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

15% percent interest in the total leasehold, or as described in particular above.

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:

272619

percent interest in the total leasehold, or as described in particular above.

RECORDED April 7 1999 11:35 AM
IN BOOK 110 OTG PAGE 684
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobs

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, 85%

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 #* 97-00188 *assignment dated* December 1, 1998

WY-1084

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

686

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 97-00187 Assignment Approval Date -

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100% percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 31 NORTH, RGE 108WEST, 6TH PM
SEC 16: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

15% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

272620

3) ASSIGNEE, with name and address at:

RECORDED April 7 1999 11:35 A M
IN BOOK 110 Oto PAGE 686
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 85%

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 #* 97-00187 *assignment dated* December 1, 1998

WY-1085

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.

Assignee (1) LANCE OIL & GAS COMPANY, INC.

Title - R.G. "Jerry" Albertus, President

Title Ralph W. Ponfick, Attorney-In-Fact

Attest -

Attest -

Assignee (2) -

Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

688

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 94-00149 Assignment Approval Date -

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 37.5 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 29 NORTH, RGE 107WEST, 6TH PM
SEC 36: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

9.375% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

272621

RECORDED April 7 19 99 AM
IN BOOK 110 046 PAGE 688
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 28.125%

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 #* 94-00149 *assignment dated* December 1, 1998

WY-1187

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

690

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 94-00131 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 75 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 28 NORTH, RGE 106WEST, 6TH PM
SEC 36: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

11.25 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

272622

RECORDED April 7 1998 11:35A M
IN BOOK 110 OAB PAGE 690
FEES $ 8.00 M County Clerk
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 63.75%

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 #* 94-00131 *assignment dated* December 1, 1998

WY-1189

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Pomfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

692

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 94-00116 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 75 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 28 NORTH, RGE 105 WEST, 6TH PM
SEC 36: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

11.25 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

272623

_____ percent interest in the total leasehold, or as described in particular above.

RECORDED April 7 1999 11:35 M
IN BOOK 110 OTG PAGE 692
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

3) ASSIGNEE, with name and address at:

_____ percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

_____ percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

_____ percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 63.75%

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 #* 94-00116 *assignment dated* December 1, 1998

WY-1190

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

694

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 94-00129 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 28 NORTH, RGE 106 WEST, 6TH PM
SEC 16: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

25 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

272624

percent interest in the total leasehold, or as described in particular above.

RECORDED April 7 1999 11:35A M
IN BOOK 110 O+G PAGE 694
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 75%

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 #* 94-00129 *assignment dated* December 1, 1998

WY-1192

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

696

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 94-00101 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 27 NORTH, RGE 104 WEST, 6TH PM
SEC 16: ALL

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

272625

25 percent interest in the total leasehold, or as described in particular abov

RECORDED April 7 1999 11:35A M
IN BOOK 110 OTG PAGE 696
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 75%

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 #* 94-00101 *assignment dated* December 1, 1998

WY-1195

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -

Assignee (2) -

Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as ver 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.

698

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 94-00163 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100 percent Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 32 NORTH, RGE 112 WEST, 6TH PM, SEC 16: ALL; AND COVERING 640 ACS, LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FM. AND BELOW, THE FORT UNION FM. BEING DEFINED AS 300 FT BELOW THE STRATIGRAPHIC EQUIVALENT OF 6,870 FT, ON THE LOGS OF THE CHEVRON BILLY #33-16 WELL, LOCATED IN THE NE/4SE/4 OF SEC 16, T31N-R111W

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

272626

15% percent interest in the total leasehold, or as described in particular abo

RECORDED April 7 1999 11:36 M
IN BOOK 110 046 PAGE 498
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at-

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 85%

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 #* 94-00163 *assignment dated* December 1, 1998

WY-1309

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

Attest -	Attest -

ASSIGNMENT REQUIREMENTS

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700

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 93-00415 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

ULTRA RESOURCES INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, COLORADO 80112

being the owner of 100 percent Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 32 NORTH, RGE 112 WEST, 6TH PM, SEC 36: ALL; AND COVERING 640 ACS, LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FM. AND BELOW, THE FORT UNION FM. BEING DEFINED AS 300 FT BELOW THE STRATIGRAPHIC EQUIVALENT OF 6,870 FT, ON THE LOGS OF THE CHEVRON BILLY #33-16 WELL, LOCATED IN THE NE/4SE/4 OF SEC 16, T31N-R111W

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

LANCE OIL & GAS COMPANY, INC.
12200 N. PECOS STREET
DENVER, COLORADO 80234

15% percent interest in the total leasehold, or as described in particular above.

272627

RECORDED April 7 1999 11:35 AM
IN BOOK 110 O+G PAGE 700
FEES $8.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scaton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

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and reserving unto ASSIGNOR, 85%

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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 #* 93-00415 *assignment dated* December 1, 1998

WY-1310

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 7TH day of DECEMBER, 1998

ASSIGNOR ULTRA RESOURCES INC.	Assignee (1) LANCE OIL & GAS COMPANY, INC.
Title - R.G. "Jerry" Albertus, President	Title Ralph W. Ponfick, Attorney-In-Fact
Attest -	Attest -
Assignee (2) -	Assignee (3) -

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 7th day of December, 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

ASSIGNMENT REQUIREMENTS

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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.

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ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT is from ULTRA RESOURCES, INC., (hereinafter referred to as "Assignor"), whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5258, to LANCE OIL & GAS COMPANY, INC. (hereinafter referred to as "Assignee"), whose address is 12200 N. Pecos Street, Denver, CO 80234-3439.

FOR AND IN CONSIDERATION OF ONE DOLLAR ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor, Assignor hereby sells, assigns, transfers and conveys to Assignee twenty-five percent (25%) of Assignor's right, title and interest in and to the oil & gas leases listed on the attached Exhibit "A", together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

All of the provisions of this Assignment shall be available to and binding upon the parties hereto, their respective successors and assigns.

EXECUTED this 2nd day of December, 1998.

ULTRA RESOURCES, INC.

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

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 1998, by R. G. "Jerry" Albertus, President of Ultra Resources, Inc. on behalf of said corporation by authority of its Board of Directors.

Witness my hand and seal the 2nd day of December, 1998.

SEAL

_____
Notary Public

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires: March 17, 2000

272642

RECORDED April 9 1999 8:25A M
IN BOOK 110 O+G PAGE 702
FEES $12.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Lacton

ULTRA RESOURCES, INC.
REPORT NAME: Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY001 WYOMING							
WY-1086	STEELE RANCHES PARTNERSHIP	DUAL RESOURCES, INC.	08/04/1994	99 / 404	249079	627.6400	Sublette COUNTY, WYOMING TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH PM SECTION 30: LOTS 2(33.76), 3(33.88), SW/4NE/4, SE/4NW/4 TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH PM SECTION 25: NE/4NE/4, S/2NE/4, S/2NW/4, SW/4, W/2SE/4, NE/4SE/4
WY-1087-A	FRED E. SHRIVER AND ERMA D. SHRIVER, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, INDIVIDUALLY AND AS TRUSTEES OF THE SHRIVER FAMILY REVOCABLE LIVING TRUST, DATED MAY 19, 1994	DUAL RESOURCES, INC.	08/04/1994	99 / 408	249080	1004.8520	Sublette COUNTY, WYOMING TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH PM SECTION 28: NW/4NW/4, S/2NW/4, NE/4SW/4 SECTION 29: SW/4NW/4, SW/4 EXCEPTING THEREFROM THOSE PARCELS OR THE APPLICABLE PORTION OF THOSE PARCELS CONVEYED AS FOLLOWS: FORREST GORDON CRAMER AND LILIA CRAMER, HUSBAND AND WIFE BY INSTRUMENT RECORDED IN BOOK 12 OF DEEDS, PAGE 439; LARRY J. KIRKPATRICK AND PAMELYN R. KIRKPATRICK, HUSBAND AND WIFE BY INSTRUMENT RECORDED IN BOOK 13 OF DEEDS, PAGE 519; KENNETH K. ROWE AND ELMIRA A. ROWE, HUSBAND AND WIFE BY INSTRUMENT RECORDED IN BOOK 12 DEEDS, PAGE 553; CHARLES O. FULLER AND ALICE RAY FULLER, HUSBAND AND WIFE BY INSTRUMENT RECORDED IN BOOK 13 OF DEEDS, PAGE 83; RULON G. MCRAE AND NANCY D. MCRAE, HUSBAND AND WIFE BY INSTRUMENT RECORDED IN BOOK 13 OF DEEDS, PAGE 445; SECTION 30: LOT 1(38.63), SE/4NE/4, E/2SE/4, SOUTH 18 ACRES OF THE NE/4NE/4 SECTION 32: NW/4NW/4 AND THAT PORTION OF THE NE/4 OF SECTION 31

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ULTRA RESOURCES, INC.
REPORT NAME: Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
							AND THE SW/4SE/4 OF SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER COMMON TO SECTIONS 29, 30, 31 AND 32, TOWNSHIP 34 NORTH, RANGE 109 WEST, AND PROCEEDING THENCE SOUTHERLY LONG THE EAST BOUNDRY LINE OF SECTION 31 A DISTANCE OF 1580 FEET, MORE OR LESS, TO A FENCE CORNER; THENCE PROCEEDING ALONG THE FENCE N 38 DEGREES 16' W, 344 FEET; THENCE N 20 DEGREES 15' W, 447 FEET; THENCE N 72 DEGRERS 42' W, 501 FEET; THENCE N 23 DEGREES 35' W, 506 FEET; THENCE N 44 DEGREES 03' W, 297 FEET; THENCE N 12 DEGREES 00' W, 708 FEET; THENCE N 22 DEGREES 04' W, 852 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SW/4SE/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 109 WEST; THENCE PROCEEDING EASTERLY ALONG SAID NORTH LINE OF THE SW/4SE/4 OF SECTION 30 A DISTANCE OF 868 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SW/4SE/4 OF SECTION 30; THENCE PROCEEDING SOUTHERLY ALONG THE EAST LINE OF THE SW/4SE/4 A DISTANCE OF 1320 FEET, MOR OR LESS, TO THE SOUTHEAST CORNER OF THE SW/4SE/4 OF SECTION 30; THENCE PROCEEDING EASTERLY ALONG THE NORTH LINE OF THE NE/4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 109 WEST, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
							TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH PM SECTION 24: SE/4 SECTION 25: NW/4NE/4

ULTRA RESOURCES, INC.
REPORT NAME: Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY001 WYOMING							
WY-1090	DAVID D. MAYTAG AND BETTY A. MAYTAG, HUSBAND AND WIFE	DUAL RESOURCES, INC.	01/23/1995	101 / 187	251467	206.4600	Sublette COUNTY, WYOMING TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH PM THAT PART OF THE SW/4 OF SECTION 10 AND THE NW/4 OF SECTION 15 LYING AND BEING SITUATED SOUTHERLY AND EASTERLY THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEAST CORNER OF THE SW/4 OF SECTION 10; THENCE N 67 DEGREES 05.1' WEST, 894.53 FEET, TO A POINT; THENCE N 86 DEGREES 25.2' WEST, 296.74 FEET TO A POINT; THENCE S 03 DEGREES 23.4' WEST, 754.04 FEET, TO A POINT; THENCE CONTINUING S 03 DEGREES 23.4' WEST, 225.77 FEET, TO A POINT; THENCE S 28 DEGREES 50.0' E, 676.50 FEET, TO A POINT; THENCE S 25 DEGREES 32.3' E, 257.64 FEET, TO POINT; THENCE S 58 DEGREES 56.4' E, 84.72 FEET, 84.72 FEET, TO A POINT; THENCE S 51 DEGREES 46.0' E, 215.47 FEET, TO POINT; THENCE S 27 DEGREE 48.8' E, 298.12 FEET, TO A POINT; THENCE S 02 DEGREES 27.4' W, 464.00 FEET, TO A POINT; THENCE S 39 DEGREES 02.5' E, 363.04 FEET, TO A POINT NEAR THE LEFT BANK OF THE NEW FORK RIVER; THENCE S 03 DEGREES 18.2' E, 37.26 FEET, TO A POINT ON THE SOUTH LINE OF THE N/2 OF SECTION 15. SECTION 15: W/2E/2 LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT WHICH IS THE E/16 CORNER OF SAID SECTION 15 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N 89 DEGREES 40' 02" E, A DISTANCE OF 1338.77 FEET; THENCE FROM SAID POINT OF BEGINNING S 00 DEGREES 13' 03" E, ALONG THE EAST BOUNDRY OF SAID NW/4NE/4, A DISTANCE OF 619.81 FEET TO A POINT OF INTERSECTION OF SAID EAST BOUNDRY AND THE EAST RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 191; THENCE N 02 DEGREES 33' 10" W, ALONG SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY 191, A DISTANCE OF 620.27 FEET TO A POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH BOUNDRY LINE OF SAID NW/4NE/4, THENCE N 89 DEGREES 40' 02" E, ALONG SAID NORTH BOUNDRY, A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING.

ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT is from ULTRA RESOURCES, INC., (hereinafter referred to as "Assignor"), whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5258, to LANCE OIL & GAS COMPANY, INC. (hereinafter referred to as "Assignee"), whose address is 12200 N. Pecos Street, Denver, CO 80234-3439.

FOR AND IN CONSIDERATION OF ONE DOLLAR ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor, Assignor hereby sells, assigns, transfers and conveys to Assignee fifteen percent (15%) of Assignor's right, title and interest in and to the oil & gas leases listed on the attached Exhibit "A", together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

All of the provisions of this Assignment shall be available to and binding upon the parties hereto, their respective successors and assigns.

EXECUTED this 1 st day of December, 1998.

ULTRA RESOURCES, INC.

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

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by R. G. "Jerry" Albertus, President of Ultra Resources, Inc. on behalf of said corporation by authority of its Board of Directors.

Witness my hand and seal the 1st day of December, 1998.

SEAL

_____
Notary Public

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires: March 17, 2000

272643

8:25A

RECORDED April 9 1999 M
IN BOOK 110 OTG PAGE 706
FEES $ 196.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1002-H 10419M	James T. Noble and Margret Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Tonwship 34 North, Range 110 West, 6th P.M. Section 4: Lot 1(36.34), SE4NE4, SE4SW4, SW4SE4 Section 9: E2, NE4NW4 Section 10: that part of the SW4SW4 containing 31.8 acres and that part of NW4NW4 containing 6.6 acres both more fully described in Deed Book 26, Page 276. Section 29: SW4SW4, W2NW4 and that part of N2SW4 and NW4SE4 lying north of U.S. Highway 191 more fully described in Quit Claim Deed Book 1, Page 276. Section 30: That part of SE4NE4 lying north of U.S. Highway 191 more fully described in Quit Claim Book 1, Page 547. Township 35 North, Range 110 West, 6th P.M. Section 27: S2SW4, NW4SW4, SW4SE4 Section 28: N2SE4, SE4SE4 Section 33: E2 Section 34: NW4, S2NE4, NW4NE4 Section 35: N2SW4, S2SE4, NW4SE4, S2NW4 Section 36: S2 Township 36 North, Range 110 West, 6th P.M. Section 9: N2SE4, SE4NE4 Section 10 : SW4NW4	2,342.74	107	295
WY-1006-A 11018A	Grace A. McIntosh, a widow; Mary Lu Matylinski, a married woman dealing in her sole and separate property; Carrol D.McIntosh, a married man dealing in his sole and separate property	High Plains Associates, inc.	1/21/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: SE4NW4, E2SW4 Section 9: SE4, E2W2, S2NE4, less and except that tract deeded to Upper Green River Cemetery District situated in part in the W2NE4SW4, more particularly described in Quit Claim Deeds Book 5, Page 544 Section 10: SW4NW4, W3SE4NW4, W2SW4, W3E2SW4	671.40	107	369

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1060-B 11019B	Elizabeth A. Ellis, Trustee of the Trust I Estate	High Plains Associates, Inc.	11/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 20: NE4NE4 Section 21: NW4NW4	80.00	107	246
WY-1060-E 11019C	Marjorie Buck, a widow	High Plains Associates, Inc.	11/11/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 20: E2SE4, SE4NE4 Section 21: E2W2, SW4NW4, NW4SW4 Section 28: E2NW4, NW4NW4, SW4 Section 29: Lots 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE4, SW4NE4, SE4 Section 32: N2 Section 33: NW4	1,602.48	107	367
WY-1060-F 11019D	Elizabeth A. Ellis, Trustee of the Anne E. Barger Family Trust	High Plains Associates, Inc.	11/13/97	Sublette	Wyoming	Township 33 North, Range 108 West Section 33: S2SE4, NW4SE4 Township 32 North, Range 108 West Section 5: Lot 3(34.79), Lot 4(34.68), SE4NW4 and all that part of the SW4NW4 lying and being North of Wyoming State Highway 187 (containing 32.90 acres, more or less) Section 6: all that part of Lot 4 lying and being North of Wyoming State Highway 187 (containing 31.54 acres, more or less) Section 20: NE4NE4 Section 21: NW4NW4	373.91	109	350
WY-1062-B 11023B	Vernon J. Gildea and Barbara C. Gildea, husband and wife	High Plains Associates, Inc.	7/1/97	Sublette	Wyoming	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4, W2SE4, SE4SE4 Section 11: S2NW4, N2SW4	635.67	109	337

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1062-L 11023C	Cornelia M. Robinson, Trustee of the Cornelia M. Robinson Trust and Successor Trustees	High Plains Associates, Inc.	3/10/98	Sublette	Wyoming	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: W2, SE4, SW4NE4	596.39	107	563
WY-1062-E 11024D	1st Interstate Bank Trustee of the Margaret E. Conwell Trust	High Plains Associates, Inc.	8/25/97	Sublette	Wyoming	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4; W2SE4; SE4SE4 Section 11: S2NW4; N2SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: S2SW4; W2SE4 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; SW4SE4 Section 34: E2SW4	2,547.30	107	213
WY-1005-D 11049D	Floyd L. Briggs, Jr. and Kathryn Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 113 West,6th P.M. Section 1: SW4 Township 35 North, Range 113 West, 6th P.M. Section 34: S2S2	320.00	107	225

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1007-D 11058D	Heidi J. Bayer, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1 (40.64), SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4 NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	249
WY-1007-F 11058E	Mary B. Young, aka Mary C. Bayer and R. Todd Young, wife and husband	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1 (40.64),SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4, NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	252

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1007-E 11058F	William C. Kronzer, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1(40.64), SE4NE4, E2SE4 Section 7: E2 Section 8: SW4NW4 Section 21: SW4, W2SE4 Section 27: N2SW4 Section 28: SE4, E2SW4, NW4SW4, S2NW4, NW4NW4, SW4NE4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4, NW4SW4	1,480.64	107	371
WY-1007-G 11058G	Nancy Reinwald, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/16/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 8: SW4NW4	40.00	107	365
WY-1007-H 11058H	Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 8: SW4NW4	40.00	107	363
WY-1013-D 11070C	Ruth M. Darland, a single person, heir of Velma O. Meyers	High Plains Associates, Inc.	8/11/97	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 15: SE4	160.00		
WY-1013-C 11070E	Dempsey J. Barron	High Plains Associates, Inc.	7/16/97	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 7: SE4SE4 Section 8: E2SW4, SW4SW4 Section 13: W2SE4, less a 4 acre tract described in Warranty Deed,recorded in Book 14 of Deeds at Page 543 Section 14: SE4, SW4 Section 23: E2E2 Section 24: N2, N2SE4, E2SW4 Section 26: NE4NE4	1,236.00	107	374

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1083-B 11071B	Douglas J. Vickery or Lynda Vickery, husband and wife	High Plains Associates, Inc.	10/9/97	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 28: SW4, less and except the East 30 feet of the SW4 Section 29: E2SW4, SE4, less and except that tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of S2 of Section 29, South 89 degrees 45 minutes 43 seconds West, 2,056.39 feet from the East one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1,290.02 feet to the point of beginning. Section 32: NE4, NW4SE4 Section 33: W2NW4, E2W2, less and except the East 30 feet of the E2W2	800.88	107	377

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1062-G 11095A	Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10/28/94	Steve Tofte	7/1/97	Sublette	Wyoming	Township 34 North, Range 113 West 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, SW4SE4 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	2,345.60	107	380

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1062-F									
11096A	Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated 10/28/94	High Plains Associates, Inc.	7/1/97	Sublette	Wyoming	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: W2, SE4, SW4NE4 Township 34 North, Range 112 West, 6th P.M. Section 14: SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: S2SW4, W2SE4 Section 22: N2NW4, SW4NW4 Section 34: E2SW4 Townshp 33 North, Range 111 West, 6th P.M. Section 1: Lots 3(39.86), 4(39.81), S2NW4, SW4 Section 2: Lots 1(39.82), 2(39.89), 3(39.97), SE4NW4,NE4SW4,S2NE4,SE4 Township 34 North, Range 111 West, 6th P.M. Section 35: E2SW4, SWSE4, less tracts containng 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. Township 34 North Range 113 West, 6th P.M. Section 2: Lots 3 (38.23), 4(38.04),;S2NW4 Section 3: Lots 1(38.12),2(38.48), S2NE4	2,335.93	109	342
WY-1077-G									
11100D	Barbara Joan Bachmeyer and Kenneth Bachmeyer, wife and husband	High Plains Associates, Inc.	8/15/97	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: Lots 3(39.20), 4(38.88), S2NW4 Section 2: Lots 1(38.62), 2(38.43), S2NE4 Section 3: Lots 3(38.84), 4(39.20), S2NW4 Section 4: S2	793.17	107	361

714

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1078-A 11101A	Mayme Ball Devine, a widow	High Plains Associates, Inc.	7/19/97	Sublette	Wyoming	Tract 1 Township 34 North, Range 113 West, 6th P.M. Section 11: S2SW4 Section 13: W2SW4, SE4SW4, SW4SE4 Section 14: SE4, NE4SW4, NW4 Section 15: E2NE4, NW4NE4, NE4NW4 Section 23: NE4, N2SE4 Section 24: NW4, NW4SW4, W2NE4, NE4NE4 Containing 1320 acres, more or less Tract 2 Township 34 North, Range 112 West, 6th P.M. Section 6: Lot 5(38.51), SE4NW4 Township 34 North, Range 113 West, 6th P.M. Section 1: S2NE4 Containing 158.51 acres, more or less Tract 3 Township 34 North, Range 112 West, 6th P.M. Section 7: Lots 3(38.78), 4(38.85), N2SE4, SW4SE4, E2SW4 Section 8: NW4SW4 Section 18: Lots 1(38.89), 2(38.90), 3(38.92), 4(38.93), E2NW4, NE4SW4, W2NE4, NW4SE4 Section 19: Lot 1(38.95), NE4NW4 Township 34 North, Range 113 West, 6th P.M. Section 1: N2SE4, SE4SE4 Section 12: SE4 Section 13: NE4, N2SE4, SE4SE4 Containing 1352.22 acres, more or less	2,830.73	107	386

715

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1079-I 11102A	Carolyn C. Ball, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lot 1,2,3,4, S2N2,SE4SE4, NE4SW4, SE4SW4, SW4SE4, W2SW4 Section 6: Lot 4,5, 6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	359
WY-1079-B 11102B	Richard L. Goodman	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: W2SW4 Section 6: Lots 5, 6, S2NE4, SE4NW4, NE4SW4, SE4 Section 8: NW4NW4, NE4NW4, N2NE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1 (NE4NE4)	677.46	109	421
WY-1079-D 11102C	Rosella Bischoff, aka Sally Bischoff, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	357

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1079-E 11102D	Shirley May Bischoff, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North,Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	355
WY-1079-C 11102E	Helen Josephine Ball LaBass, a widow	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4; SW4SE4; W2SW4 Section 6: Lots 4,5,6, S2NE4; SE4NW4; NE4SW4; SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4; S2SE4 Township 33 North,Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	353
WY-1079-G 11102F	Carmen Delceg heir of Delbert J. Arthur and Caroline Ball Arthur	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SW4SE4, W2SW4, SE4SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	351

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1079-F 11102G	Delano Arthur heir of Delbert J. Arthur and Caroline Ball Arthur	High Plains Associates, Inc.	9/11/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4, SW4SE4, W2SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	349

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1013-G 11102H	Alvin B. Pearson, Jr. and Lillian I. Pearson, Trustees of The Pearson Revocable Trust dated January 24, 1991	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Parcel #1 Township 34 North, Range 110 West, 6th P.M. Section 13: W2E2, N2NW4, NE4SW4, SE4NW4, less and except an 11.9 acre tract more fully described in QCD Book 5, Page 358 Section 24: NW4NE4 Township 34 North, Range 111 West, 6th P.M. Section 19: Lots 1(38.05), 2(38.15), 3(38.25), E2SW4, W2SE4, SE4SE4, less and except an 85.35 acre tract more fully described in Warranty Deed Book 15, Page 362. Section 30: NE4, N2SE4 Parcel #2 Township 34 North, Range 112 West, 6th P.M. Section 25: S2SW4 Parcel #3 Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1(39.96), 2(39.98), 3(39.98), 4(40.00), S2N2, NE4SW4, N2SE4, SE4SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Parcel #4 Township 35 North, Range 111 West, 6th P.M. Section 5: SW4, SW4NW4 Section 6: Lots 1(39.37), 2(39.55), 3(39.73), 4(36.24), SE4NW4, S2NE4, NE4SE4 Township 36 North, Range 111 West, 6th P.M. Section 31: Lot 4(36.26), SE4SW4, SW4SE4	2,328.27	107	229

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1079-H 11102I	John T. Bischoff, aka John Bischoff	High Plains Associates, Inc.	10/7/97	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S2N2, SE4SE4, NE4SW4, SE4SW4,SW4SE4, W2SW4 Section 6: Lots 4,5,6, S2NE4, SE4NW4, NE4SW4, SE4 Township 34 North, Range 111 West, 6th P.M. Section 31: E2SE4 Section 32: SW4, S2SE4 Township 33 North, Range 112 West, 6th P.M. Section 1: Lot 1	1,356.06	107	431
WY-1010-B 11127A	Michael R. Nystrom, by Donna Grace Nystrom, Attorney-in-Fact	High Plains Associates, Inc.	9/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 4: W2SW4 Section 5: Lot 4(38.02), S2NW4, SW4NE4, N2SE4, SE4SE4 Section 6: Lots 1(38.39), 2(38.88), 3(39.38), S2NE4, SE4NW4, NE4SW4, N2SE4 Section 8: N2NE4 Section 9: NW4NW4, SE4NW4, E2SW4 Section 17: SE4NE4 Township 35 North, Range 110 West, 6th P.M. Section 31: SE4, E2W2 Section 32: W2SW4	1,394.67	107	304
WY-1265-A 11132A	Kenneth Perry, Jr., a married man dealing on his sole and separate property	High Plains Associates, Inc.	10/23/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: S2SW4 Section 14: SE4 Section 23: E2 Section 24: SW4, S2SE4, NE4SE4, SE4NE4, NW4 Township 32 North, Range 107 West, 6th P.M. Section 19: Lot 1(36.00), Lot 2(36.00)	1,112.00	107	347
WY-1240-A 11133A	Herman A. Genetti and Imogene Genetti, husband and wife	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: SW4, N2SE4	240.00	107	345

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1264-B 11133B	Thelma L. Ditton, a widow	High Plains Associates, Inc.	12/9/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 14: W2W2 Section 22: N2SE4, SW4	400.00	107	343
WY-1262 11134	Eastfork Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 31 North, Range 105 West, 6th P.M. Section 6: Lots 4(36.60), 5(36.69) Township 31 North, Range 106 West, 6th P.M. Section 1: Lot 1(40.06), SE4NE4 Section 3: Lots 1(40.60), 2(40.60), 4(40.68), S2NE4,NW4SW4 Section 4: Lots 1(40.55), 2(40.49), 3(40.43), S2NE4, SE4NW4, NE4SE4, SE4SW4 Section 6: Lots 4(35.97), 5(36.00), 6(36.25), 7(36.35), E2SW4, SE4 Section 7: Lots 3(36.49), 4(36.67), E2NW4, W2NE4, NE4NE4 Section 9: NW4NW4 Township 31 North, Range 107 West, 6th P.M. Section 1: Lots 1(40.02), 2(40.08), 3(40.12), 4(40.18), S2N2, S2 Section 12: N2NE4 Township 32 North, Range 106 West, 6th P.M. Section 34: SW4NE4, SE4NW4, SE4, E2SW4 Section 35: S2	2,774.83	107	389
WY-1239-A 11135A	Laura Fay Lozier, a single person	High Plains Associates, Inc.	10/16/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	341

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases .

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1239-C 11135B	Thelma L. Ditton, a widow	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4 Lots 2(35.28) 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	339
WY-1239-B 11135C	Sylvia Eckard and James Eckard, wife and husband	High Plains Associates, Inc.	10/13/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28) 3 (35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	337
WY-1239-D 11135D	Leonard J. Jensen	High Plains Associates, Inc.	10/16/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	335
WY-1239-G 11135E	Daniel Carlson and Pam J. Carlson, husband and wife	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20) SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	333
WY-1239-F 11135F	Jimmy Ditton and Rose Ditton, husband and wife	High Plains Associates, Inc.	10/24/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	331

722

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1239-E 11135G	Marilyn Kay Penton and John B. Penton, wife and husband	High Plains Associates, Inc.	11/14/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	329
WY-1239-H 11135H	Gary G. Jensen, a married man dealing in his sole and separate property	High Plains Associates, Inc.	11/14/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	107	463
WY-1239-I 11135I	J. Thomas Johnston, Trustee of "The J. Thomas Johnston Trust" dated October 21, 1988 and Jane H. Johnston, Trustee of "The Jane H. Johnston Trust" dated October 21, 1988	High Plains Associates, Inc.	12/5/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2(35.28), 3(35.20), SW4NE4 Township 33 North, Range 108 West, 6th P.M. Section 26: SW4 Section 34: SE4NE4, N2SE4, SE4SE4 Section 35: W2	750.48	106	629

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EXHIBIT "A"

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HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1263-A 11136A	Bousman Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 1: SE4SE4 Section 12: N2, SW4, N2SE4, SW4SE4, N2SE4SE4, SW4SE4SE4 Section 13: NE4, NW4NW4 Township 33 North, Range 107 West, 6th P.M. Section 20: S2SW4 Section 21: S2SW4 Section 29: N2NE4, SW4NE4, NW4SE4 Township 33 North, Range 108 West, 6th P.M. Section 22: SE4SE4, lying and being situate east of the centerline of the channel of Boulder Creek Section 23: SW4 Section 26: W2NW4 Section 27: NE4NE4, lying and being situate east of the centerline of the channel of Boulder Creek	1,490.00	107	392
WY-1322-A 11137A	Floyd E. Bousman, a single man	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 11: NE4 Section 22: N2	480.00	107	465
WY-1241-A 11138A	Jules S. Dreyfous and Margaret C. Dreyfous, husband and wife	High Plains Associates, Inc.	10/15/97	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 7: SE4SE4 Section 17: SW4NE4, S2NW4, SW4, SW4SE4 Section 18: NE4, N2SE4 Section 20: E2NW4, NW4NE4	720.00	107	461
WY-1265-B 11139A	Thomas Carl Flynn, aka Tommy Flynn, a single man, and Daniel Paul Flynn, aka Danny Flynn, a single man	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: S2SW4 Section 24: N2NW4	160.00	107	459
WY-1261-A 11140A	J. Paul Allen	High Plains Associates, Inc.	10/15/97	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 19: E2SW4 Section 30: E2NW4	160.00	107	457

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1240-C 11141A	William D. Thomas, a widower	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: SW4, N2SE4 Section 25: NW4NE4, N2NW4	360.00	107	455

725

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1240-D 11141B	East Fork Rod and Gun Club	High Plains Associates, Inc.	10/25/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 25: All of the Northwest Quarter of the Northeast Quarter (NW4NE4) of Section 25, and a portion of the North Half of the Northwest Quarter (N2NW4) of Section 25, all in Township 32 North, Range 108 West of the 6th Principal Meridian, Sublette County, Wyoming, all of which land is particularly described by metes and bounds as follows: Beginning at a point on the West boundary line of said Section 25, which point lies South a distance of 808.8 feet from the Northwest corner of said Section 25, in Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, according to the original survey thereof; thence North 44 degrees 42' East, a distance of 440.3 feet to a point; thence North 67 degrees 17' East, a distance of 572.2 feet to a point; thence South 65 degrees 58' East, a distance of 296.1 feet to a point; thence South 34 degrees 10' East, a distance of 236.1 feet to a point; thence South 48 degrees 55' East, a distance of 100 feet to a point; thence South 88 degrees 01' East, a distance of 100 feet to a point; thence North 36 degrees 03' East, a distance of 541.6 feet to a point; thence South 79 degrees 48' East, a distance of 270.0 feet to a point; thence North, a distance of 262.2 feet to a point on the North boundary line of said Section 25, which point lies South 89 degrees 47' East, a distance of 2002.2 feet from the Northwest corner of said Section 25; thence South 89 degrees 47' East, a distance of 1935.05 feet to the Northeast corner of the NW4NE4 of said Section 25; thence South, a distance of 1320 feet to the Southeast corner of the NW4NE4 of said Section 25; thence North 89 degrees 47' West, a distance of 3935.25 feet to a point on the West boundary line of said Section 25; thence North along the West boundary line of said Section 25, a	120.00	107	395

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						distance of 511.2 feet to the point of beginning, all of the land comprising 100 acres, more or less. Section 25: A tract of land lying in the Northwest Quarter (NW4) of Section Twenty-five (25), Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and being more particularly described as follows; Beginning as a point that lies on the North line of Section 25 and South 89 degrees 47' East, a distance of 1870.58 feet from the Northwest corner of said Section 25. The Northwest corner of Section 25 being monumented by a 5/8" diameter rebar with aluminum cap stamped "Rio Verde eng.P.E. L.S. No. 625". The Point of Beginning is monumented by a 3/4" diameter steel rod 4 feet long with a square head. Thence, from the Point of Beginning, South 89 degrees, 47' East along the North line of Section 35 for a distance of 129.62 feet to a Northwest Corner of the East Fork Rod and Gun Club tract; Thence South along the Westerly Boundary of the East Fork Rod and Gun Club tract for a distance of 262.2 feet; Thence North 79 degrees 48' West along a Northerly Boundary of the East Fork Rod and Gun Club tract for a distance of 80.78 feet to a steel pin; Thence North 11 degrees 24'26" West for a distance of 253.39 feet to the Point of Beginning. The above described tract contains an area of 0.609 acres, more or less.			
WY-1240-E 11141C	Thomas H. Newman and Mary M. Newman, as co-trustees of the Mary Moran Newman Trust	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 25: NW4NE4, N2NW4	120.00	107	453

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1057-C 11142A	Kenneth C. James and Jannean M. James, husband and wife	High Plains Associates, Inc.	10/10/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 19: Lot 4(38.30) Section 30: Lots 1(38.40), 2(38.42), 3(38.42),E2NW4, NE4SW4 Townshp 34 North, Range 112 West, 6th P.M. Section 24: W2SW4, S2SE4 Section 25: N2S2, SW4SE4, N2	953.54	107	234
WY-1264-A 11143A	John W. Jensen and Mary Kay Jensen, husband and wife	High Plains Associates, Inc.	10/23/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 2: Lots 2(34.99), 3(35.05), 4(35.13), S2NW4, SW4NE4, SW4, W2SE4, SE4SE4 Section 14: W2W2 less and except a tract described as beginning at the southeast corner of SW4SW4, thence north 700 feet, thence due west 301 feet, thence due south 700 feet to a point on the south line of said Section 14, thence due east on said south line of Section 14 to point of beginning. Township 33 North, Range 107 West, 6th P.M. Section 31: Lots 2(40.18), 3(40.10), 4(40.04) Township 33 North, Range 108 West, 6th P.M. Section 25: S2SE4, SE4SW4 Section 26: SE4SE4 Section 35: N2NE4, SW4NE4	1,060.68	107	398
WY-1266 11147	James N. Nelson and Tina Marie Nelson, husband and wife	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: SE4SE4	40.00	107	451
WY-1316 11148	Richard R. Noble and Helen Louise Noble, husband and wife	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: W2SE4, NE4SW4, N2SE4SW4, SE4SE4SW4, less a 1.8 acre tract described in that Warranty Deed dated 2/8/87, recorded in Deed Book 27, Page 208 Section 11: W2, W2E2	628.20	107	449

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1267 11149	John Blaha and Edith Susan Blaha, husband and wife	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 12: SE4SE4SE4	10.00	107	445
WY-1268 11150	Blaha Ranch, Inc., a Wyoming Corporation	High Plains Associates, Inc.	10/22/97	Sublette	Wyoming	Township 32 North, Range 107 West, 6th P.M. Section 7: Lot 1(36.40), 2(36.40), 3(34.00), 5(38.45), 6(39.07), 7(39.69), N2SE4, SW4SE4,E2SW4	424.01	107	443
WY-1311-A 11151A	Patrick Johnson a/k/a Pat Johnson, a widower	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE4 Section 26: N2N2 Section 27: N2NE4, W2 Section 34: NW4	752.63	107	401
WY-1311-B 11151B	Lester William Anderson and Grace B. Anderson, husband and wife	High Plains Associates, Inc.	10/29/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE4 Section 26: N2N2 Section 27: N2NE4, W2 Section 34: NW4	752.63	107	404
WY-1312 11172	Roxanna M. Jensen, as attorney-in-fact for Donald W. Rogers and Nellie P. Rogers, life tenants	High Plains Associates, Inc.	11/26/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 14: N2NE4NW4	20.00	107	441
WY-1263-B 11173A	John E. Danze, aka Jack Danze and Bonnie J. Danze, husband and wife	High Plains Associates, Inc.	10/21/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 13: NE4, NW4NW4	200.00	107	439
WY-1334-B 11174A	Clifton Bruce Alexander and Bonnie Jean Alexander, husband and wife	High Plains Associates, Inc.	1/19/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 2: SW4NE4, SW4, W2SE4 Section 3: NE4NE4SE4, NW4NE4SE4, S2NE4SE4 Township 35 North, Range 110 West, 6th P.M. Section 5: W2SE4 Section 8: NW4NE4, E2NE4, NE4SE4 Section 9: SW4SW4	600.00	107	407

784

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1334-A 11174B	Clifton Bruce Alexander and Bonnie Jean Alexander, as Trustees of The Alexander Family Revocable Living Trust, under declaration of trust dated November 24, 1993	High Plains Associates, Inc.	1/19/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 2: SW4NE4, SW4, W2SE4 Section 3: NW4NE4SE4, S2NE4SE4 Township 35 North, Range 110 West, 6th P.M. Section 5: W2SE4 Section 8: NW4NE4, E2NE4, NE4SE4 Section 9: SW4SW4	590.00	107	255
WY-1315 11175	Donald W. Rogers, Jr. and Carol Sue Rogers, husband and wife	High Plains Associates, Inc.	11/26/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 11: SE4 Section 14: W2NE4, NE4NE4, E2SW4, SE4NW4, S2NE4NW4	420.00	107	437
WY-1314-A 11181A	Mary Anne L. Hittle, a widow	High Plains Associates, Inc.	2/3/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 3: Lot 1(35.19), Lot 2(35.25), S2NE4, S2NW4, Lot 4(35.37) less and except a 3.0 acre tract as described in QCD 10/101 Section 4: Lot 1(35.36), SE4NE4	338.17	107	435
WY-1313 11183	Paul Stevens, Trustee of the J. Chauncey Clark Testamentary Trust	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 6: SW4NE4 Township 34 North, Range 109 West, 6th P.M. Section 31: Lot 3 and SE4SW4	114.40	107	433
WY-1323-A 11185A	Finis N. Mitchell and Emma N. Mitchell, husband and wife	High Plains Associates, Inc.	10/25/97	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 26: N2S2 Section 27: SE4, S2NE4	400.00	107	259
WY-1347 11195	Louise Noble and Richard R. Noble, Trustees of the Louise Noble Living Trust, dated 2/21/96; Richard R. Noble and Louise Noble, Trustees of the Richard R. Noble Living Trust, dated 2/21/96.	High Plains Associates, Inc.	11/18/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 30: A tract of land being that portion of SW4NE4 lying North of the North boundary line of Wyoming State Highway 191	38.20	107	447

730

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1060-C 11205A	Gordon Steele Living Trust, dated 1/26/95, Donna M. Steele, Trustee and Rhonda F. Steele, Trustee	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE4, NE4NW4, and NE4SE4, more fully described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10.5' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45.5' East a distance of 912.63 feet to Station No. 7; thence 89 degrees 34; East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres, more or less, Excepting Therefrom the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming in Book 10 of Deeds on Page 179. C. That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the	99.00	107	262

731

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deed on Page 570.			

732

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1060-D 11205B	Donna M. Steele, Trustee of the Donna M. Steele Living Trust dated 1/26/95	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE4, NE4NW4, and NE4SE4, more fully described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10.5' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45.5' East a distance of 912.63 feet to Station No. 7; thence 89 degrees 34' East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres, more or less, Excepting Therefrom the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming in Book 10 of Deeds on Page 179. C. That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the	99.00	107	265

733

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
						office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deed on Page 570.			
WY-1319-B 11208A	Leo Morau, a married man dealing in his sole and separate property	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	268

734

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-A 11208B	Leo Moran, administrator of the Estate of Francis Moran, deceased	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	271

735

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-I									
11208C	Beatrice Bowman, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	274

736

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases.

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
WY-1319-J 11208D	Jean C. Willour, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	277

737

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-K 11208E	Mildred Wilson, a widow	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	280

738

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-H 11208F	Anna Lee Moran, a single woman	High Plains Associates, Inc.	11/21/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	283

136

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-G 11208G	Nancy A. Weddle, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	286

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-F 11208H	Albert E. Grande, a widower	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	289

741

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1062-I 11208I	Robert J. Travelute and Ola B. Travelute, husband and wife	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 35: NE4SW4, Metes and bounds description part of the NW4SW4 described in WD, Book 13D, Page 95, containing 3.84 acres, more or less Metes and bounds description part of the SW4SW4 described in WD, Book 16D, Page 331 containing 13.86 acres, more or less Township 33 North, Range 111 West, 6th P.M. Section 2: Metes and bounds description part of the NW4 described in WD, Book 37, Page 223, containing 2.00 acres, more or less	59.70	107	559

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-L									
11208J	Patrick R. Ryan, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	292

743

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-D 11208K	Bernard Moran, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: NE4SW4, SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	556

744

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-E 11208L	Bettie V. Harris, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	210

745

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-M 11208M	Carol Ruth Travelute, a widow	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	326

7460

EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-N									
11208N	Verona Travelute Wisnewski, a single woman	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	323

747

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-C									
112080	Harry Paul Smith, a married man dealing in his sole and separate property	High Plains Associates, Inc.	12/23/97	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	320

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-S									
11208P	Charles Kerry Cleeton, a married man dealing in his sole and separate property	High Plains Associates, Inc.	2/27/98	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	565

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1319-T									
11208Q	Mary Cathleen Trow, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	2/27/98	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 34: S2NE4, SE4 Section 35: SW4NW4, W2SW4 Township 33 North, Range 111 West, 6th P.M. Section 2: Lot 4(40.04) less and except Township of Daniels 2nd Plat: Lot 1-3.75 acres Lots 2&10-2.28 acres Lot 3-4.77 acres Lot 6-1.05 acres Lot 7-1.11 acres Lot 8-9.79 acres Second Subdivision Lot 9-.12 acres, metes/bounds description QCD Book 10, Page 111-.55 acres, totaling .67 acres Township of Daniels 3rd Plat: Lot 1 previously described as Lots 2,3,4 Block 1-.2465 acres Lot 1 previously described as Lots 5,6 Block 1-.1435 acres Lot 2 (resurveyed)-1.75 acres Lot 3(resurveyed)-1.50 acres metes/bounds description QCD Book 6, Pages 162 & 421-.69 acres metes/bounds description QCD Book 8, Page 583-.69 acres Section 2: SW4NW4, NW4SW4, S2SW4 metes/bounds description in NW4 WD Book 37, Page 223-2.00 acres Section 3: Lot 1(40.10), Lot 2(40.13), S2NE4 and SE4	853.83	107	553

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases .

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1320-A									
11210A	Nancy Reinwald, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: A parcel of land comprising portions of Sections 9 and 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South half of said Section 9 to a point; thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16;thence proceed Northerly 7980 feet on the West line of Section 9 and 16 to the initial point of traverse, Less and Except all of those lands in Section 9.	196.28	107	429
WY-1320-B									
11210B	Ruth E. Wilson/now Oliver, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: a parcel of land comprising portions of Sections 9 and 16, which said parcel of land is embraced within the following traverse;the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South one-half of said Section 9 to a point:thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed South 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point of the South Line of Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16,thence proceed Northerly 7980 feet on the West line of said Sections 9 and 16 to the initial point of this traverse, Less and Except all of those lands in Section 9.	196.28	107	317

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1320-C 11210C	Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 16: A parcel of land comprising portions of Section 9 and Section 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the West Quarter Corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South-half of said Section 9 to a point; thence proceed South 06 degrees 30 minutes East, 3918 feet to a point; thence proceed 19 degrees 00 minutes, East 1484 feet to a point; thence proceed South 08 degrees 47 minutes, East 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16 to the Southwest corner of said Section 16; thence proceed Northerly 7980 feet on the West line of Section 9 and Section 16 to the initial point of traverse, Less and Except all of those lands in Section 9.	196.28	107	427
WY-1327 11211	William Wesley Bloom as Trustee for the Benefit of Magdaline Georgia Bloom	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 5: Lot 2	39.66	107	314
WY-1321 11212	Ted Reinwald and Nancy Reinwald, husband and wife	High Plains Associates, Inc.	1/15/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 30: A 21.45 acre tract, being a re-survey of a called 22.00 acre tract, also referred to as the North 22 acres of the NE4NE4 of said Section 30, and being the same acreage described in Quit Claim Deed dated April 17, 1987 from Nancy Reinwald to Ted Reinwald and Nancy Reinwald, husband and wife, as recorded in QCD Book 8, at page 373 of the Records of Sublette County, Wyoming	21.45	107	425

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1325-A									
11227A	William Patrick Johnson and Sharon Anne Johnson, husband and wife, and Barry David Johnson, a single man	High Plains Associates, Inc.	1/16/98	Sublette	Wyoming	Township 33 North, Range 109 West, 6th P.M. Section 4: W2SE4SW4, also known as Lot One (1) of the Haymeadows Lot Division	20.38	107	423
WY-1326-A									
11228A	Richard L. Thomson and Mary T. Thomson, husband and wife	High Plains Associates, Inc.	1/24/98	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 10: E2 Township 34 North, Range 113 West, 6th P.M. Section 3: S2	640.00	107	421
WY-1330-B									
11263A	J. Harvey Losh and Marion J. Losh, husband and wife	High Plains Associates, Inc.	1/20/98	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 22: N2SE4, S2NE4	160.00	107	415
WY-1330-A									
11263B	Robert S. Slizeski and Rose J. Slizeski, husband and wife	High Plains Associates, Inc.	1/20/98	Sublette	Wyoming	Township 33 North, Range 108 West, 6th P.M. Section 22: N2SE4, S2NE4	160.00	107	419
WY-1336									
11264	Carroll L. Noble, aka Mike Noble, and Ruth A. Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 3: Lots 3(36.72), 4(36.38), S2NW4 Township 35 North, Range 110 West, 6th P.M. Section 34: S2 Section 35: S2SW4 Township 36 North, Range 110 West, 6th P.M. Section 20: E2NW4, NW4NE4, NE4SW4	713.10	107	238
WY-1335									
11265	Carroll D. Noble, aka Dave Noble, and Ann Noble, husband and wife	High Plains Associates, Inc.	11/22/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 1: Lot 4(37.67), SW4NE4, S2NW4, SW4, NE4SE4, SW4SE4 Section 2: Lots 1(37.36), 2(37.42), 3(37.46), 4(37.52), S2NW,4 SE4NE4, E2SE4 Section 3: Lots 1(37.38), 2(37.04), S2NE4 Section 11: E2E2 Section 12: W2E2, W2	1,541.85	107	242

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EXHIBIT "A"

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HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1331 11267	Barber Creek Estates, LLC, a Wyoming Limited Liability Company	High Plains Associates, Inc.	1/29/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 28: SW4SW4, less and except the lands described in Exceptions 1 and 2 below. Section 29: S2SE4, less and except the lands described in Exceptions 1,2,3, and 4 below. Section 32: NE4NE4, less and except the lands described in Exception 3 below. Section 33: A tract of land located in the N2NW4 and SW4NW4 of Section 33-T34N-R109W of the 6th P.M., as described in Book 4 of Deeds, Page 367 and recorded in the Sublette County Courthouse and more particularly described as follows: Beginning at the NW corner of said Section 33-T34N-R109W, thence East along the North boundary of said Section 33 a distance of 1700.00 feet; thence leaving the North boundary of said Section 33, S. 03 degrees, 24 minutes, 00 seconds W., 210.00 feet; thence S. 86 degrees, 54 minutes, 00 seconds W., 800.00 feet; thence S. 84 degrees, 19 minutes, 00 seconds W., 616.00 feet; thence S. 08 degrees, 33 minutes, 00 seconds W., 856.00 feet; thence S. 37 degrees, 08 minutes, 00 seconds W., 216.00 feet, more or less, to a point on the West boundary of said Section 33; thence North along the West boundary of said Section 33, a distance of 1326.00 feet, more or less, to the point of beginning. Exception 1: That land described in that certain Quitclaim Deed recorded at Book 11 of QuitClaim Deeds, Page 693 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SW4SW4 of Section 28, and primarily in the SE4SE4 of Section 29-T34N-R109W of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 00 degrees W., a distance of 551.60 feet from the SW corner of said	138.50	107	300

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EXHIBIT "A"

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HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						SW4SW4; thence N. 90 degrees E., a distance of 50.00 feet, more or less, to a point; thence N. 00 degrees E., a distance of 651.20 feet, more or less, to a point;thence N. 90 degrees W., a distance of 675.00 feet, more or less, to a point; thence S. 00 degrees W., a distance of 651.20 feet, more or less, to a point; thence S. 90 degrees E., a distance of 625.00 feet, more or less, to the point of beginning. Exception 2: That land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deeds, Page 695 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SW4SW4 of Section 28, and primarily in the SE4SE4 of Section 29-T34N-R109W, 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 00 degrees W., a distance of 43.00 feet from the SW corner of said SW4SW4; thence from said point of beginning N. 90 degrees E., a distance of 50.00 feet; more or less, to a point; thence N. 00 degrees W., a distance of 508.60 feet, more or less, to a point; thence N. 90 degrees W., a distance of 856.40 feet, more or less, to a point; thence S. 00 degrees W., a distance of 508.60 feet, more or less, to a point; thence S. 90 degrees E., a distance of 806.40 feet, more or less, to the point of beginning. Exception 3: That land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deed, Page 697 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SE4SE4 of Section 29, and primarily in the NE4NE4 of Section 32, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 90 degrees W., a			

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases .

HPAI Lease #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
						distance of 1286.3 feet from the NE corner of said NE4NE4; thence from said point of beginning S. 00 degrees W., a distance of 880 feet, more or less, to a point; thence S. 78 degrees 43 minutes 31 seconds E., a distance of 364.85 feet, more or less, to a point; thence S. 07 degrees E., a distance of 1001.8 feet, more or less, to a point; thence N. 90 degrees W., a distance of 479.9 feet, more or less, to a point thence S. 00 degrees W., a distance of 43 feet, more or less, to the point of beginning. Exception 4: That land described in that certain Quitclaim Deed recorded at Book 3 of Quitclaim Deed, Page 425 in the office of the Sublette County Clerk and more particularly described as follows: Beginning at the S 1/4 corner of Section 29, Township 34 North, Range 109 West of the 6th P.M., thence from said point of beginning, North along the West boundary of the SW4SE4 of said Section 29, Township 34 North, Range 109 West a distance of 887.00 feet to a point on the South side of the county road right of way; thence along the right of way fence S. 36 degrees 06 minutes, 00 seconds E., a distance of 1100.00 feet, more or less, to a point on the South bondary of the SE4 of said Section 29; thence West along the South boundary of the SE4 of said Section 29 a distance of 658.00 feet, more or less, to the point of beginning.			

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1332 11268	Betty Lou McLoughlin, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	1/29/98	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. A tract of land described in that certain Quitclaim Deed recorded at Book 11 of Quitclaim Deed, Page 697 in the office of the Sublette County Clerk and more particularly described as follows: Located partially in the SE4SE4 of Section 29, and primarily in the NE4NE4 of Section 32 Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel: Beginning at a point which bears N. 90 degrees W., a distance of 1286.3 feet from the NE corner of said NE4NE4; thence from said point of beginning S.00 degrees W., a distance of 880 feet, more or less, to a point; thence S. 78 degrees 43 minutes 31 seconds E. a distance of 364.85 feet, more or less, to a point; thence N. 07 degrees E., a distance of 1001.8 feet, more or less, to a point; thence N. 90 degrees W. a distance 479.9 feet,more or less, to a point; thence S.00 degrees W., a distance of 43 feet more or less, to the point of beginning.	9.40	107	311
WY-1095-L 11269A	Floyd L. Briggs, Jr. and Kathryn J. Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 2: SE4	160.00	107	221
WY-1339 11298	Floyd L. Briggs, Jr. and Kathryn Briggs, husband and wife	High Plains Associates, Inc.	12/19/97	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 22: N2SE4, SE4SE4, S2SW4SW4, S2NW4SW4SW4, NESW4SW4, SE4SW4, S2S2NE4SW4, NE4SE4NE4SW4 Section 23: S2NE4, W2, NW4SE4 Section 24: SW4NW4	687.50	107	307
WY-1062-J 11299A	Buddy A. Kaumo and Mary Jo Kaumo, husband and wife	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 1: N2 of Lot 3, N2NE of Lot 4, E2W2 of Lot 4	34.86	107	411

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
WY-1062-K 11299B	August W. Kaumo and Carol M. Kaumo, husband and wife	High Plains Associates, Inc.	1/14/98	Sublette	Wyoming	Township 33 North, Range 111 West, 6th P.M. Section 1: N2 of Lot 3, N2NE of Lot 4, E2W2 of Lot 4	34.86	107	417

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