MODIFICATION AGREEMENT

March 1, 1999

by and between

CHOCTAW II OIL & GAS, LTD.
[doing business in Colorado as
Choctaw II Oil & Gas, Ltd.
(Texas Limited Partnership) and
in Montana and Wyoming as
Choctaw II Oil & Gas, Ltd.
(Limited Partnership)]

and

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION
(Lender)

The mailing address of Lender is 600 Travis Street, 20th Floor, Houston, Texas 77002, and the mailing address of Choctaw II Oil & Gas, Ltd. is 700 Milam Street, North Tower, 13th Floor, Houston, Texas 77002.

* * * * * * * * *

This instrument was prepared by R. S. Pieringer, Attorney at Law, LOCKE LIDDELL & SAPP LLP, 3500 Chase Tower, 600 Travis Street, Houston, Texas 77002-3095.

Recorded counterparts should be returned to:

R. S. Pieringer
600 Travis Street, 35th Floor
Houston, Texas 77002-3095

272651

4:00P

RECORDED April 9 19 99 M
IN BOOK 111 O+G PAGE 1
FEES $ 26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pape

H1995A:330965-2
007002:03644

MODIFICATION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS MODIFICATION AGREEMENT (this "Modification") is made and entered into as of March 1, 1999, by and between **CHOCTAW II OIL & GAS, LTD.**, a Texas limited partnership ("Mortgagor"), which does business in Colorado as Choctaw II Oil & Gas, Ltd. (Texas Limited Partnership) and in Montana and Wyoming as Choctaw II Oil & Gas, Ltd. (Limited Partnership), and **CHASE BANK OF TEXAS, NATIONAL ASSOCIATION** (formerly known as Texas Commerce Bank National Association), a national banking association ("Lender").

Preliminary Statements.

1. Mortgagor and Lender executed and delivered that certain Mortgage, Assignment of Production, Security Agreement and Financing Statement and Mortgage -- Collateral Real Estate Mortgage (the "Security Instrument") dated as of March 1, 1996 and recorded as provided on Annex I, hereto attached and hereby made a part hereof.

2. Lender has since changed its name from Texas Commerce Bank National Association to Chase Bank of Texas, National Association.

3 Mortgagor and Lender desire to amend the Security Instrument in certain respects.

Agreements.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender do hereby agree as follows:

Section 1. Amendments to Security Instrument. Section 1.1(a) of the Security Instrument is hereby amended to read in its entirety as follows:

> "(a) All amounts owing or to become owing on one certain promissory note of even date herewith in the original face amount of TWELVE MILLION AND NO/100THS DOLLARS ($12,000,000.00), made by GRANTOR, payable to the order of the Lender, due and payable on March 1, 2001, bearing interest at the rate or rates from time to time determined in accordance with the Interest Rate Agreement (which is attached to the counterparts of this Mortgage to be recorded in North

Dakota) and containing a provision for the payment of a reasonable additional amount as collection and attorneys' fees, and all substitutions therefor and all renewals, extensions and modifications thereof, in whole or in part (the "Note"). Reference is hereby made to said Note for all of its terms and provisions."

Section 2. Ratification. Except as expressly amended by this Modification, the Security Instrument shall remain in full force and effect and the execution and recordation of this Modification shall not be deemed or construed as a novation of the Security Instrument. None of the rights, title and interests existing and to exist under the Security Instrument are hereby released, diminished or impaired, and the Mortgagor hereby reaffirms all covenants, representations and warranties in the Security Instrument.

Section 3. Miscellaneous. This Modification (a) shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, receivers and trustees; (b) may be modified or amended only by a writing signed by each party; (c) may be executed in several counterparts by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement, and (d) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter. The headings herein shall be accorded no significance in interpreting this Modification.

EXECUTED as of the first day of March, 1999.

CHOCTAW II OIL & GAS, LTD., a Texas limited partnership (doing business in Colorado as Choctaw II Oil & Gas, Ltd. (Texas Limited Partnership) and in Montana as Choctaw II Oil & Gas, Ltd. (Limited Partnership)

By: **ANOIL COMPANY d/b/a CHOCTAW CORPORATION**, its sole General Partner

By: _____
Blake T. Liedtke,
President

ATTEST:

_____
Secretary

(SEAL)

Address of Choctaw II Oil & Gas, Ltd.:

700 Milam Street
North Tower, 13th Floor
Houston, Texas 77002
Harris County, Texas
Tax I.D. No.: 76-0293021

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION (formerly known as Texas Commerce Bank National Association)

By: _____
Name: ROBERT C. MERTENSOTTO
Title: MANAGING DIRECTOR

ADDRESS OF LENDER:

600 Travis Street, 20th Floor
Houston, Texas 77002

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 29, 1999 by Blake T. Liedtke, President of ANOIL COMPANY d/b/a CHOCTAW CORPORATION, sole General Partner, on behalf of CHOCTAW II OIL & GAS, LTD., a limited partnership.

SYLVIA B. DAVIS
NOTARY PUBLIC STATE OF TEXAS
Commission Expires:
MAY 20, 2002

Sylvia B. Davis
Notary Public in and for
the State of T E X A S

My Commission Expires:

5-20-02

ACKNOWLEDGMENT FOR LENDER

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Russell A. Johnson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Chase Bank of Texas, National Association, a national banking association, and that he executed the same as the act and deed of such association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 30TH day of March, 1999.

GWEN BOWDEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 7-12-2001

Gwen Bowden
Notary Public in and for
the State of T E X A S

My Commission Expires:

7/12/2001

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 29 day of March, in the year 1999, before me, the undersigned authority, personally appeared Blake T. Liedtke, known to be to be the President of ANOIL COMPANY d/b/a CHOCTAW CORPORATION, sole General Partner of CHOCTAW II OIL & GAS, LTD., a Texas limited partnership doing business in the State of Montana as CHOCTAW II OIL & GAS, LTD., Limited Partnership, the corporation that executed the within instrument as general partner on behalf of the limited partnership, and acknowledged to me that such corporation and limited partnership executed the same.

Sylvia B Davis
Notary Public for the State of Texas
Residing at Houston TX

My commission expires:

5-20-02

(Notary Seal)



STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 30 day of March, in the year 1999, before me, the undersigned authority, personally appeared Russell A. Johnson, known to me to be the Vice President of CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association, and acknowledged to me that such national banking association executed the same.

Gwen Bowden
Notary Public for the State of Texas
Residing at Houston, TX

My commission expires:

7/12/2001

(Notary Seal)

GWEN BOWDEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 7-12-2001

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29 day of March, 1999, by Blake T. Liedtke, President of ANOIL COMPANY d/b/a CHOCTAW CORPORATION, sole General Partner of Choctaw II Oil & Gas, Ltd., Limited Partnership, on behalf of Choctaw II Oil & Gas, Ltd., Limited Partnership, a Texas Limited Partnership.

(SEAL)

SYLVIA B. DAVIS
NOTARY PUBLIC STATE OF TEXAS
Commission Expires:
MAY 20, 2002

Sylvia B Davis
Notary Public
Harris County, Texas
My Commission Expires: 5-20-02

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29 day of March, 1999, by Blake T. Liedtke as President of ANOIL COMPANY d/b/a CHOCTAW CORPORATION, sole General Partner of Choctaw II Oil & Gas, Ltd., a Texas limited partnership.

Witness my hand and official seal.

(SEAL)

SYLVIA B. DAVIS
NOTARY PUBLIC STATE OF TEXAS
Commission Expires:
MAY 20, 2002

Sylvia B Davis
Notary Public
Harris County, Texas
My Commission Expires: 5-20-02

RECORDING INFORMATION
CHOCTAW II OIL & GAS, LTD.
DEEDS, MORTGAGES AND FINANCING STATEMENTS

Jurisdiction	Deed		Mortgage		Financing Statement	
	Filed/Recorded	Records	Filed/Recorded	Records	Filed/Recorded	Records
STATE OF COLORADO	N/A		N/A		1-8-93, 8:30 am	No. 932001796
Moffatt County	1-7-93, 10:00 am	Reception No. 0000344716 Book 662 at Page 893	1-7-93, 10:00 am	Reception No. 0000344717 Book 662 at Page 915	1-7-93, 10:00 am	Reception No. 0000344718 Book 662 at Page 957
Washington County	1-7-93, 2:45 pm	Reception No. 800109 Book 921 at Page 739	1-7-93, 2:45 pm	Reception No. 800110 Book 921 at Page 748	1-7-93, 2:45 pm	Reception No. 800111 Book 921 at Page 789
Weld County	1-7-93, 11:14 am	Reception No. 02317276 Book 1365 at Page 1404	N/A		N/A	
STATE OF MONTANA	N/A		N/A		1-13-93, 2:35 pm	No. 397860
Fallon County	1-5-93, 2:30 pm	Miscellaneous, Book 128 at Page 99	1-5-93, 2:20 pm	Mortgages, Book 56 at Page 284	1-5-93, 2:30 pm	No. 62709
Richland County	1-5-93, 1:00 pm	Miscellaneous, Book E-234 at Page 383	1-5-93, 1:04 pm	Mortgages, Book B-139 at Page 806	1-5-93, 1:06 pm	No. 21113
Richland County (SWD)	1-5-93, 1:02 pm	Deeds, Book A133 at Page 574	N/A		N/A	
Roosevelt County	1-5-93, 2:53 pm	Miscellaneous, Book 550 at Page 453	1-5-93, 2:53 pm	RE Mortgages, Book 548 at Page 554	1-5-93, 2:53 pm	No. 15128
STATE OF NORTH DAKOTA	N/A		N/A		1-6-93, 2:22 pm	File No. 93-000303996
Billings County	1-5-93, 9:00 am	Doc. No. 105930 Misc., Book 162 at Page 697	1-5-93, 9:05 am	Doc. No. 105931 Mtg., Book 76 at Page 345	1-5-93, 10:57 am	File No. 93-000303370

ANNEX I

Jurisdiction	Deed		Mortgage		Financing Statement	
	Filed/Recorded	Records	Filed/Recorded	Records	Filed/Recorded	Records
Bowman County	1-6-93, 2:50 pm	Doc. No. 134382	1-6-93, 2:52 pm	Doc. No. 134383	1-6-93, 4:15 pm	File No. 93-000304083
Burke County	1-6-93, 9:00 am	Doc. No. 183735 Deeds, Book 101 at Page 669	N/A		N/A	
Divide County	1-13-93, 10:00 am	Doc. No. 206303 Deeds, Book 109 at Page 457	N/A		N/A	
Dunn County	1-6-93, 8:30 am	Doc. No. 183822 Book 249 at Page 124	1-6-93, 8:32 am	Doc. No. 183823 Book 112 at Page 336	1-6-93, 11:02 am	File No. 93-000303774
McKenzie County	1-6-93, 2:00 pm	Doc. No. 315628	1-6-93, 2:02 pm	Doc. No. 315629	1-6-93, 3:11 pm	File No. 93-000304051
McKenzie County (Assgt. of Contractual Rights)	1-6-93, 2:10 pm	Doc. No. 315631	N/A		N/A	
McKenzie County (Memorandum of Agreement)	1-6-93, 2:04 pm	Doc. No. 315630	N/A		N/A	
Stark County	1-6-93, 4:33 pm	Doc. No. 288103 Deeds, Book 216 at Page 409	N/A		N/A	
Stark County (rerecorded)	1-19-93, 3:07 pm	Doc. No. 288277 Deeds, Book 216 at Page 499	N/A		N/A	
Williams County	1-6-93, 10:56 am	Doc. No. 547850	1-6-93, 10:56 am	Doc. No. 547851	1-6-93, 10:56 am	File No. 93-000303763
STATE OF TEXAS	N/A		N/A		1-5-93, 1:56 pm	No. 000134
STATE OF WYOMING	N/A		N/A		1-12-93, 12:00 am	No. 9301212 1D07
Campbell County	1-11-93, 10:00am	Doc. No. 666024 Book 1223 at Page 1	1-11-93, 10:00 am	Doc. No. 666025 Book 1223 at Page 18	1-11-93, 10:00 am	Doc. No. 666026 Book 1223 at Page 87

Jurisdiction	Deed		Mortgage		Financing Statement	
	Filed/Recorded	Records	Filed/Recorded	Records	Filed/Recorded	Records
Carbon County	1-27-93, 8:00 am	Doc. No. 839781 Book 892 at Page 36	1-27-93, 8:00 am	Doc. No. 839782 Book 892 at Page 52	1-27-93, 8:00 am	Doc. No. 839783 Book 892 at Page 105
Converse County	1-11-93, 9:00 am	Doc. No. 774507 Misc., Book 1031 at Page 71	1-11-93, 9:00 am	Doc. No. 774508 Mtge., Book 1029 at Page 584	1-11-93 9:00 am	Doc. No. 774509 Mtge., Book 1029 at Page 629
Laramie County	1-11-93, 3:24 pm	Doc. No. 112757 Book 1335 at Page 1431	N/A		N/A	
Lincoln County	1-7-93, 9:00 am	Doc. No. 759435 Book 322PR at Page 510	1-7-93, 9:00 am	Doc. No. 759436 Book 322PR at Page 522	1-7-93, 9:00 am	Doc. No. 759437 Book 322PR at Page 671
Natrona County	1-7-93, 3:10 pm	Doc. No. 518434	1-7-93, 3:10 pm	Doc. No. 518435	1-20-93, 10:57 am	Doc. No. 519166
Niobrara County	1-7-93, 2:50 pm	Doc. No. 346896 Book 376 at Page 510A	N/A		N/A	
Sublette County	1-8-93, 1:35 pm	Doc. No. 240021 O&G, Book 91 at Page 378	N/A		N/A	
Sweetwater County	2-2-93, 9:00 am	Doc. No. 1130013 Book 834 at Page 356	2-2-93, 9:00 am	Doc. No. 1130014 Book 834 at Page 366	2-2-93, 9:00 am	Doc. No. 1130015 Book 834 at Page 417
Uinta County	1-8-93, 2:15 pm	Doc. No. R57738 Book 608 at Page 550	1-8-93, 2:16 pm	Doc. No. R57739 Book 608 at Page 560	1-21-93, 11:20 am	Doc. No. R57890 Book 609 at Page 207
Weston County	1-7-93, 11:45 am	Doc. No. 577112 Book 200 at Page 472	N/A		N/A	

L0872/1910/03EC02

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment of Overriding Royalty ("Assignment") dated effective as of November 1, 1999 at 7:00 a.m. at the location of the properties ("Effective Time"), is from S T Oil Company, 1801 Broadway, Suite 600, Denver, CO 80202, and III Exploration Company, P. O. Box 7608, Boise, ID 83707 ("Assignors") and Donald R. Hembre, 5913 S. Datura Ct., Littleton, CO 80120 ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby assign, transfer and deliver unto Assignee an overriding royalty of Two and One-Half Percent (2.50%) of 8/8ths to be borne proportionately in the amounts of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75%.00%) by III Exploration Company, of all oil, gas and other hydrocarbons produced, saved and marketed from that certain Oil and Gas Lease dated July 1, 1975, from Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, to Leonard Hay, as Lessee, recorded in February 20, 1980 at Book 58 Oil and Gas, Page 626; and an Extension thereof being dated February 20, 1980 recorded at Book 59 Oil and Gas, Page 687 (all said recordings being with the County Clerk of Sublette County, Wyoming) ("Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #4 well, the Surface Location being in the NE/4NW/4 of Section 14, and the Bottom Hole Location being approximately the center of Lots 1 and 2, and 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 (aka NW/4NW/4) of Section 14, all in Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming, limited to those depths from the stratigraphic equivalent of 10,320 feet below the surface, as encountered in the Jensen #1 well located 644.35 feet FEL and 1965.94 feet S. of NW section corner of Section 11, Township 31 North, Range 109 West, down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 Well described herein.

All oil, gas and other hydrocarbons attributable to the overriding royalty assigned hereunder shall be delivered free of cost to Assignee 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.

B. The interest assigned hereunder is subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994, between Sheffield Exploration Company, Include., Leonard Hay and Donald R. Hembre.

C. This Assignment shall be binding upon and inure toward the benefit of Assignors and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

272652

RECORDED April 9 1999 M 4:20 P
IN BOOK 111 D-G PAGE 12
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathi Pape

[redacted] [redacted] [redacted]

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNORS:

Attest:
Michele L. Hilton
By:
Title: Secretary

S T OIL COMPANY

J. Samuel Butler
President

Attest
[illegible]
By:
Title: Asst Secretary

III EXPLORATION COMPANY

[illegible]
By:
Title: PRESIDENT

ASSIGNEE

Donald R. Hembre

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

The foregoing instrument was acknowledged before me this 24th day of February, 1999, by J. Samuel Butler, President of S T Oil Company.

Witness my hand and official seal.

My Commission expires:
4/13/99

Pamela K. Reed
Pamela K. Reed
1801 Broadway, Ste. 600
Denver, CO 80202

STATE OF IDAHO }
} ss.
COUNTY OF Ada }

The foregoing instrument was acknowledged before me this 31st day of March, 1999, by William C Glynn as president of III Exploration Company.

Witness my hand and official seal.

Nov 11, 2000
My commission expires:

D. Kent Little
Notary Public

STATE OF COLORADO }
} ss.
COUNTY OF Arapahoe }

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Donald R. Hembre.

Witness my hand and official seal.

July 30, 2001
My commission expires:

Jennifer C. Radston
Notary Public

JENNIFER C. RADSTON NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES: JULY 30, 2001

WELLBORE ASSIGNMENT AND BILL OF SALE

This Wellbore Assignment ("Assignment") dated effective as of December 1, 1998, at 7:00 A.M. at the location of the properties ("Effective Time"), is from S T Oil Company, 1801 Broadway, Suite 600, Denver, CO 80202, and III Exploration, Inc., P. O. Box 7608, Boise, ID 83707 ("Assignors") to Donald R. Hembre, whose address is 5913 S. Datura Ct., Littleton, CO 80120 ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors have transferred, granted, bargained, sold and conveyed, and assigned, and do hereby transfer, grant, bargain, sell and convey and assign to Assignee the following (all of which are herein collectively called the "Interests").

272653

RECORDED April 9 1999 AT 11:42 IN BOOK 111 PAGE 44
FEES $ 16.00
SUBLETTE COUNTY, WYOMING
By Sally Clark Dpty

1. An undivided Two and One-Half Percent (2.50%) leasehold working interest to be borne proportionately in the amounts of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration, Inc., in and to that certain Oil and Gas Lease dated July 2, 1975, and recorded in Book 58, page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 59, Page 687 of the Oil and Gas Records of Sublette County, Wyoming, by and between Brandt M. Jensen and Josephine Jensen, et al, as Lessors, and Leonard Hay, as Lessee ("the Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #4 well, the Surface Location in the NE/4NW/4 of Section 14, Township 31 North, Range 109 West, and the Bottom Hole Location being approximately the center of Lots 1 and 2, and 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 (aka NW/4NW/4) of Section 14, Township 31 North, Range 109 West 6th P.M., Sublette County, Wyoming, limited to those depths from the surface down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well, together with a like interest in and to all the property and rights appurtenant or incident thereto, including without limitation the rights applicable to the leasehold interest assigned hereunder in the oil, gas and associated substances and other minerals produced or producible from the wellbore of the Jensen #4 Well from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Jensen #4 Well ("Contracts"), including but not limited to all operating agreements, 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 wellbore interest assigned hereunder.

2. An undivided Two and One-Half Percent (2.50%) in and to the Jensen #4 Well, to be borne proportionately in the amounts of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration, Inc., together with a like interest in the personal property and equipment on, appurtenant to, or used in connection with the Jensen #4 Well, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, ("Equipment"), and all other appurtenances thereunto belonging; and natural gas, crude oil, condensate or other products produced from the Jensen #4 Well.

The Lease, Well Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

[redacted] [redacted] [redacted]

To have and to hold the Interests unto Assignees, their successors and assigns forever.

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

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens rising under the Leases and the agreements affecting the Lease.

B. The interest assigned hereunder shall be subject to its proportionate share of all royalties, overriding royalties, and other leasehold burdens of record.

C. This Assignment is executed without warranty of any kind, either express or implied, except that Assignors warrant and agree to defend title against the lawful claims of parties claiming by, through or under Assignors, but not otherwise.

D. The parties agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this subparagraph are "conspicuous" disclaimers for the purpose of any applicable law, rule, or order. Except as expressly set forth herein, Assignors make this Assignment without representation or warranty of any kind, express or implied. **WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR (iv) OF TITLE OR AGAINST INFRINGEMENTS EXCEPT AS OTHERWISE PROVIDED HEREIN. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION AND ASSIGNORS DISCLAIM ANY LIABILITY ARISING IN CONNECTION WITH ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCES OR CONDITIONS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS IN OR RELATED TO THE PROPERTIES.**

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

EXECUTED on the date contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNORS:

ATTEST

Michael L. Hall

By:
Title: Secretary

S T OIL COMPANY

J. Samuel Butler

By: J. Samuel Butler
President

ATTEST

By:
Title:

III EXPLORATION, INC.

By:
Title: President

ASSIGNEE:

Donald R. Hembre:

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

The foregoing instrument was acknowledged before me this 24th day of February, 1999, by J. Samuel Butler, President of S T Oil Company.

Witness my hand and official seal.

My commission expires:
4/13/99

Pamela K. Reed, Notary Public, residing at 1801 Broadway, Suite 600, Denver, CO 80202

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

The foregoing instrument was acknowledged before me this 31st day of March, 1999, by William C Glynn, as President of III Exploration, Inc.

Witness my hand and official seal.

Nov 11 2000
My commission expires:

D. Kent Little
Notary Public

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

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Donald R. Hembre.

Witness my hand and official seal.

July 30, 2001
My commission expires:

Jennifer C. Radstone
Notary Public

MY COMMISSION EXPIRES:
JULY 30, 2001

RECORDED April 14 1999 1:50P M
IN BOOK 111 046 PAGE 17
FEES $ 70.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scanton

272708

NET OVERRIDING ROYALTY CONVEYANCE
Hugoton Royalty Trust

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LINCOLN, §
SUBLETTE AND SWEETWATER §

THAT CROSS TIMBERS OIL COMPANY, a corporation formed under the laws of the State of Delaware ("Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Assignor paid by NATIONSBANK, N.A., a bank organized under the laws of the United States, acting not in its individual corporate capacity but solely as trustee under that certain Trust Indenture establishing the Hugoton Royalty Trust dated as of December 1, 1998 ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, granted, conveyed, transferred, assigned, set over and delivered, and by these presents does bargain, sell, grant, convey, transfer, assign, set over and deliver unto Assignee a net overriding royalty interest ("the Royalty Interest") in and to the Subject Hydrocarbons in and under, and if, as and when produced, saved and sold from, the Subject Lands during the term of the Subject Interests on and after the Effective Date equal to eighty percent (80%) of the Net Proceeds attributable to the Subject Interests, as each of the above capitalized words is defined in Article I hereof and all as more fully provided herein.

TO HAVE AND TO HOLD the Royalty Interest, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors and assigns, subject, however, to the terms and provisions of this Conveyance; and Assignor does by these presents bind and obligate itself, its successors and assigns, to WARRANT and FOREVER defend all and singular the Royalty Interest unto the said Assignee, its 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.

ARTICLE I

DEFINITIONS

As used herein, the following words, terms or phrases have the following meanings:

SECTION 1.01. "Affiliate" means, as to the party specified, any Person controlling, controlled by or under common control with such party, with the concept of control in such context meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract or otherwise. The Trust shall not be deemed an Affiliate of Assignor.

SECTION 1.02. "Assignor" means the Assignor named herein while Assignor owns all or any part of or interest in the Subject Interests and any other Person or Persons (excluding Assignee) who hereafter may acquire all or any part of or interest in the Subject Interests.

SECTION 1.03. "Assignee" means the Assignee named herein (and any successor Trustee under the Trust Indenture) while it owns all or any part of or interest in the Royalty Interest and any other Person or Persons who may acquire legal title to all or any part of or interest in the Royalty Interest.

SECTION 1.04. "Computation Period" means (i) initially, the period commencing on the Effective Date and ending on February 28, 1999, and (ii) each calendar month thereafter.

SECTION 1.05. "Conveyance" means this Net Overriding Royalty Conveyance.

SECTION 1.06. "Effective Date" means 7:00 o'clock A.M., local time in effect at the location of each Subject Interest, on December 1, 1998.

SECTION 1.07. "Excess Production Costs" means, for any Computation Period, an amount equal to the excess, if any, of Production Costs for such Computation Period over Gross Proceeds for such Computation Period.

SECTION 1.08. "Existing Sales Contracts" means all contracts and agreements in effect as of the Effective Date between or among Assignor and any Affiliate of Assignor, or between or among any Affiliates of Assignor, for the Sale, Processing, treatment, compression, gathering or transportation of Subject Hydrocarbons.

SECTION 1.09. "Gross Proceeds" means, for any Computation Period other than during the period from the Effective Date through January 31, 2000, and subject to Section 2.01 (i) during the term of the Existing Sales Contracts, the proceeds received by Assignor under the Existing Sales Contracts attributable to the Sale of Subject Hydrocarbons produced after the Effective Date and Sold during such Computation Period by Assignor after the Effective Date, and (ii) as to Subject Hydrocarbons produced after the Effective Date and Sold by Assignor during such Computation Period after the Effective Date other than under the Existing Sales Contracts (A) if Sold under a Sales Contract with a Non-Affiliate of Assignor, the proceeds received by Assignor under such Sales Contract, or (B) if Sold under a Sales Contract with an Affiliate of Assignor, the proceeds received by Assignor under such Sales Contract but in no event less than 98% of the proceeds received by such Affiliate upon the resale of such Subject Hydrocarbons to a Non-Affiliate of Assignor, and (iii) the proceeds received by Assignor in respect of underproduced gas imbalances attributable to the Subject Interests as of the Effective Date. "Gross Proceeds" means, for any Computation Period included in the period from the Effective Date through January 31, 2000, the sum of (i) for all Subject Hydrocarbons other than gas and natural gas liquids, if any, extracted from gas by Processing, the Gross Proceeds thereof, as defined above, and (ii) for that portion of the Subject Hydrocarbons that is gas and natural gas liquids, if any, extracted from gas by Processing, the greater of (A) an imputed amount computed as if all gas for which proceeds are received attributed to the Subject Interests during the period relevant to such Computation Period was sold for a price of $2.00 per thousand cubic feet at the wellhead, and (B) the Gross Proceeds of the Sale thereof computed on the basis

provided for Computation Periods other than during the period from the Effective Date through January 31, 2000; provided, however, that such computation under clause (B) above of this sentence shall be modified as needed to yield the weighted average sales price of all (gas and natural gas liquids, if any, extracted from gas by Processing) Sold that is included within Subject Hydrocarbons under all conveyances from Assignor to the Trust, not limited to this Conveyance. For purposes hereof, the "weighted average sales price of all gas" shall be determined for any Computation Period by dividing (A) the Gross Proceeds of the Sale of gas and natural gas liquids, if any, extracted from gas by Processing for such Computation Period (determined as provided above for all Computation Periods other than during the period from the Effective Date through January 31, 2000) attributable to any Subject Interests in which the Trust has a Royalty Interest (and including Royalty Interests conveyed to the trust by Assignor under conveyances other than this Conveyance) by (B) the volume of such gas (in thousand cubic feet) attributable to such Subject Interests for such Computation Period. In all instances, the definition of "Gross Proceeds" shall be subject to the following:

(a) There shall be excluded from Gross Proceeds all Property Taxes that are deducted or excluded from proceeds of Sale received by Assignor and, for purposes of the calculation of Gross Proceeds under clause (ii)(A) of the second sentence of this Section 1.09, there shall also be excluded the amount of any additional Property Taxes that would have been paid by Assignor or withheld from Assignor if the imputed Sale price set forth therein had been the actual Sale price.

(b) There shall be excluded any amount for Subject Hydrocarbons attributable to nonconsent operations conducted with respect to the Subject Interests (or any portion thereof) as to which Assignor shall be a nonconsenting party and which is dedicated to the recoupment or reimbursement of costs and expenses of the consenting party or parties by the terms of the relevant operating agreement, unit agreement, contract for development or other instrument providing for such nonconsent operations. Assignor agrees that its election not to participate in such operations shall be made in conformity with the provisions of Section 6.01 of this Conveyance, but third persons shall not be under any duty to determine that such election so conformed.

(c) There shall be excluded any amount which Assignor shall receive as any of the following: consideration for transfer or sale of any of the Subject Interests (subject to the Royalty Interest) or equipment or other personal property or fixtures on the Subject Lands; payments for gas not taken, when such payments are made (but to the extent such payments are allocated to gas taken in the future such payments shall be included without interest in Gross Proceeds when such gas is taken); damages arising from any cause other than drainage or reservoir injury; rental for reservoir use; payments made to Assignor in connection with the drilling of any well on any of the Subject Lands or lands in the vicinity thereof (such exclusion including dry and bottom hole payments, provided that if such well is drilled on the Subject Lands and Assignor incurs Production Costs in connection therewith such payments shall reduce Production Costs) or in connection with any adjustment of any well and leasehold equipment upon unitization of any of the Subject Interests; provided there shall be included in Gross Proceeds advance or prepaid payments for future production received by Assignor to the extent not subject to repayment in the event of insufficient subsequent production (and to the extent so subject to repayment shall be included without interest in Gross Proceeds

when the Subject Hydrocarbons on which such payment was so advanced or prepaid are actually produced) and payments made to Assignor in connection with the deferring of drilling of any well on any of the Subject Lands (including payments from an operator in the vicinity for refraining from drilling an offset well).

(d) There shall be excluded any amount for Subject Hydrocarbons lost in the production or marketing thereof or used by Assignor in conformity with ordinary or prudent practices for drilling, production and plant operations (including gas injection, secondary recovery, pressure maintenance, repressuring, cycling operations, plant fuel or shrinkage) conducted for the purpose of drilling for, producing or Processing Subject Hydrocarbons or for operations on any unit or plant to which the Subject Interests are committed, but only so long as such Subject Hydrocarbons are so used.

(e) Amounts received as a loan by Assignor from a purchaser of Subject Hydrocarbons, whether with or without interest, shall not be considered to be derived from the sale of Subject Hydrocarbons.

(f) If a controversy or possible controversy exists (whether by reason of any statute, order, decree, rule, regulation, contract or otherwise) between Assignor and any purchaser as to the correct sales price of any Subject Hydrocarbons or, for any other reason, as to Assignor's right to receive or collect the proceeds of sale of any Subject Hydrocarbons, then

(i) amounts withheld by the purchaser or deposited by it with an escrow agent shall not be considered to be received by Assignor until actually collected by Assignor, but the amounts received by Assignor shall include any interest, penalty or other amount paid to Assignor in respect thereof;

(ii) amounts received by Assignor and promptly deposited by it with an escrow agent shall not be considered to have been received by Assignor, but all amounts thereafter paid to Assignor by such escrow agent shall be considered to be amounts received from the Sale of Subject Hydrocarbons; and

(iii) amounts received by Assignor and not deposited with an escrow agent shall be considered to be received for purposes of this Section 1.09.

SECTION 1.10. "Hydrocarbons" means oil, gas (which term includes coal bed gas, coal seam gas and methane) and all other minerals produced in association with oil or gas (including, but not limited to, helium, sulphur and carbon dioxide), but excluding all other minerals, whether similar or dissimilar.

SECTION 1.11. "Monthly Record Date" for each month means the close of business on the last day of such month which is not a Saturday, Sunday or other day on which national banking institutions in the City of Fort Worth, Texas, are closed as authorized or required by law, unless Assignee determines that a different date is required to comply with applicable law or the rules of a

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securities exchange or quotation system pursuant to the terms of the Trust Indenture, in which event it means such different date.

SECTION 1.12. "Net Proceeds" means, for any Computation Period, the excess of Gross Proceeds for such Computation Period over Production Costs for such Computation Period.

SECTION 1.13. "Non-Affiliate" means, as to the party specified, any Person who is not an Affiliate of such party.

SECTION 1.14. "Person" means any individual, corporation, partnership, limited liability company, trust, estate or other entity, organization or association.

SECTION 1.15. "Prime Interest Rate" means the variable rate of interest most recently announced by NationsBank, N.A. as its "prime rate."

SECTION 1.16. "Process" or "Processing" means to extract or otherwise recover natural gas liquids from natural gas included in the Subject Hydrocarbons through the processes of absorption, condensation, adsorption, cryogenic or other methods in a manner that does not constitute Separation.

SECTION 1.17. "Processing Costs" means the costs to Assignor or any Affiliate of Assignor to Process Subject Hydrocarbons before the Sale thereof, which costs for purposes hereof shall consist of the sum of (a) any such Processing charges paid to Non-Affiliates, (b) the charges by Affiliates of Assignor under Existing Sales Contracts, and (c) the charges by Affiliates of Assignor other than under Existing Sales Contracts so long as such charges do not materially exceed charges prevailing in the area for similar services at the time of contracting for such charges.

If Assignor (or its Affiliates) receives a share of the production of others or of plant products therefrom (or proceeds of sale thereof) for Processing such production of others, such share shall not be included in Subject Hydrocarbons (or Gross Proceeds). If Assignor (or its Affiliates) does not bear any Processing Costs but the owners or operators of a plant receive a share of the Subject Hydrocarbons (or proceeds of sale thereof) for Processing them, such share (or proceeds) shall be excluded from the Subject Hydrocarbons (and Gross Proceeds).

SECTION 1.18. "Production Costs" means, for any Computation Period, to the extent not excluded for purposes of calculating Gross Proceeds, whether capital or non-capital in nature,

(a) the sum of

(i) all amounts paid by Assignor or any Affiliate of Assignor as any of the following: royalty, overriding royalty or other presently existing burden against production or the proceeds of Sale of production attributable to the Subject Interests; delay rental; shut-in gas well royalty or payment; minimum royalty; payments to lessors or others in the area in connection with the drilling or deferring of drilling of any well on any of the Subject Lands or lands in the vicinity thereof (including dry and bottom hole payments and payments made to others for refraining from drilling an

offset well) or in connection with any adjustment of any well and leasehold equipment upon unitization of any of the Subject Interests; and rent and other consideration paid for use of or damage to the surface;

(ii) the Property Tax Accrual;

(iii) the overhead costs paid by Assignor or any Affiliate of Assignor under any joint operating agreement applicable to any of the Subject Interests to which Assignor and one or more Non-Affiliates of Assignor are parties and where Assignor or any Affiliate of Assignor is not the operator of such Subject Interest;

(iv) the overhead rate provided for in any joint operating agreement applicable to any of the Subject Interests where Assignor or any Affiliate of Assignor is the operator of such Subject Interests, less the portion, if any, of the overhead rate due from Non-Affiliates of Assignor;

(v) with respect to any Subject Interests operated by Assignor or any of its Affiliates and not subject to a joint operating agreement, an overhead fee as shown on Schedule B attached hereto and subject to adjustment as provided in Schedule B attached hereto;

(vi) all other costs, expenses and liabilities (including Processing Costs) paid or incurred by Assignor or any Affiliate of Assignor for investigating, exploring, prospecting, drilling and mining for, operating and producing Subject Hydrocarbons and sale and marketing thereof, including without implied limitation: costs for equipping, plugging back, reworking, completing, recompleting and plugging and abandoning of any well on the Subject Lands and of making the Subject Hydrocarbons ready or available for market; costs for construction and operation of gathering lines, tanks, transmission lines, meters and other production and delivery facilities; costs, whether paid in cash or by a share of Subject Hydrocarbons, of transporting, compressing, dehydrating, separating, treating, storing and marketing the Subject Hydrocarbons and disposing of extraneous substances produced in association with Subject Hydrocarbons (provided that such costs, if paid to or incurred by an Affiliate of Assignor other than pursuant to an Existing Sales Contract, shall not materially exceed charges prevailing in the area for similar services at the time of contracting for such charges); costs for secondary recovery, pressure maintenance, repressuring, cycling and other operations conducted for the purpose of enhancing production; costs or expenses (whether paid in cash or by delivery of gas) incurred in resolving overproduced gas imbalances attributable to the Subject Interests as of the Effective Date and thereafter; and costs for litigation concerning title to or operation of the Subject Interests and any other acts or omissions of Assignor consistent herewith or brought by Assignor to protect the Subject Interests; and costs for litigation or regulatory proceedings concerning title to or operation of the Subject Interests and any other acts or omissions of Assignor consistent herewith or brought by Assignor to protect the Subject Interests or to protect or enforce any

rights, contractual or otherwise, of Assignor to produce or market Subject Hydrocarbons therefrom;

(vii) Excess Production Costs for the preceding Computation Period (including any remaining Excess Production Costs carried forward from any preceding Computation Period);

(viii) interest on the amount of Excess Production Costs at the beginning of any Computation Period, calculated from the first day to the last day of the Computation Period, at the Prime Interest Rate in effect at the beginning of such Computation Period;

(ix) any amounts paid by Assignor or any Affiliate of Assignor whether as refund, interest or penalty, to a purchaser or any governmental agency or other Person because the amount initially received by Assignor (or Affiliate of Assignor) as sales price for Sales after the Effective Date was more or allegedly more than permitted by the terms of any applicable contract, statute, regulation, order, decree or other obligation; provided such amounts (in the case of a refund), or the amounts with respect to which the interest or penalty was paid, were previously included in Gross Proceeds;

(x) any other amounts paid by Assignor or any Affiliate of Assignor with respect to ownership or operation of the Subject Interests after the Effective Date or Sales of production therefrom after the Effective Date, whether as refund, fine, interest or penalty, pursuant to litigation or settlement of threatened litigation or order of governmental agency, provided that Assignor has not breached Section 6.01 hereof;

(xi) all consideration hereafter paid and costs and expenses hereafter incurred by Assignor or any Affiliate of Assignor for any renewals or extensions of leases or other rights acquired after the Effective Date which are included in the definition herein of Subject Interests; and

(xii) any accrual or reserve which Assignor or any Affiliate of Assignor shall have the right, at its election, to charge to Production Costs for operations (other than day-to-day operations) budgeted under an operating agreement or approved under an authorization for expenditures ("AFE"), which accrual or reserve may be based on the reasonably expected time of performing such operation or on an estimated percentage of completion of the operation or on any other reasonable method, and which accrual is in lieu of charging the cost of such operation when paid for by Assignor (or Affiliate of Assignor) but which shall be adjusted if and to the extent actual costs differ from such accrual or reserve;

(b) but excluding

(i) costs which would otherwise be treated as Production Costs (but which shall not be so treated for purposes hereof until the following amounts have been fully credited against such costs) equal to amounts reimbursed or credited to Assignor by insurance from damage to property, by sales of property or transfers of property off the leases included in the Subject Interests or by proceeds from unitization or other disposition of property; and

(ii) except for resolution of gas imbalances which are included in Section 1.18(a)(vi) above, any amounts which would otherwise be Production Costs but which are attributable to periods before the Effective Date; and

(iii) costs that otherwise would be treated as Production Costs but which have already been excluded or deducted from Gross Proceeds under Section 1.09; and

(iv) costs incurred by any Affiliate of Assignor for which such Affiliate has received a fee, reimbursement or other payment from Assignor, where such payment by Assignor constitutes a Production Cost.

SECTION 1.19. "Property Taxes" means the sum of all general property (ad valorem), production, severance, sales, gathering and excise taxes and other taxes (whether state, federal or otherwise), except income taxes, assessed or levied on or in connection with the Subject Interests, the Royalty Interest or the production therefrom or equipment on the Subject Lands, or against Assignor as owner of the Subject Interests or Assignee as owner of the Royalty Interest.

SECTION 1.20. "Property Tax Accrual" means, for any Computation Period, an amount that may be set aside by Assignor as an accrual to be applied against Property Taxes other than those that are deducted or excluded from Gross Proceeds pursuant to Section 1.09(a) above, which accruals shall be adjusted to the extent actual Property Taxes differ.

SECTION 1.21. "Sale" and "Sold" mean all forms of dispositions of Subject Hydrocarbons for value, including exchanges and other dispositions for value.

SECTION 1.22. "Sales Contracts" means all contracts and agreements for the sale of Subject Hydrocarbons.

SECTION 1.23. "Separation" means liquid separation operations in the vicinity of the well using a conventional mechanical liquid gas separator but excluding operations involving heat exchange, adiabatic cooling, absorption, adsorption or refrigeration principles.

SECTION 1.24. "Subject Hydrocarbons" means all Hydrocarbons in and under, and which may be produced, saved and sold from, and which shall accrue and be attributable to, the Subject Interests on and after the Effective Date, including plant products attributable thereto from Processing gas or casinghead gas included in the Subject Hydrocarbons before sale thereof (but not including products derived from processing oil).

SECTION 1.25. "Subject Interests" means, subject to the exclusions stated below, each kind and character of right, title, claim or interest which Assignor has on the Effective Date in or under each oil, gas or mineral lease, unitization or pooling agreement (and the units created thereby), royalty interests, overriding royalty interests, fee mineral interests and net profits interests and any other agreements, conveyances, assignments or instruments which are described or referred to in Schedule A, and all the right, title, claim or interest which Assignor has on the Effective Date in and to the Subject Lands, whether such right, title, claim or interest be under and by virtue of a lease, a unitization or pooling agreement or order, an operating agreement, a division order, a transfer order or any other type of agreement, conveyance, assignment or instrument or under any other type of claim or title, legal or equitable, recorded or unrecorded, even though Assignor's interests be incorrectly or incompletely described in, or a description thereof be omitted from, Schedule A, all as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of the same are subject and any and all renewals and extensions of any of the same, but subject to all burdens to which Assignor's such right, title, claim or interest is subject (while same remains so subject), limited, however, if Assignor's interest in any Subject Interest should terminate at any time, to the period to which Assignor's interest in such Subject Interest is limited. There shall be excluded from the term "Subject Interests" any interest hereafter acquired by Assignor in and to any of the Subject Lands, except any interest acquired pursuant to existing agreements for no new consideration and renewals or extensions of existing leases and other such agreements. For purposes of this Conveyance "renewals or extensions" of any lease or other such agreement shall be limited to renewals or extensions of an existing lease or other such agreement obtained by the present owner thereof (or such owner's successors in interest) while such lease is in force or within six months after such lease or other such agreement terminates. Assignor shall be under no duty to seek renewals or extensions of any lease or other such agreement.

SECTION 1.26. "Subject Lands" means the lands which are described in and which are subject to the oil, gas or mineral leases, unitization or pooling agreements or orders, operating agreements, division orders, transfer orders or other type of agreement, conveyance, assignment or instrument described in Schedule A attached hereto, provided that, where the description in Schedule A excepts land or refers to an instrument insofar only as it covers certain land or certain depths in certain land, no interest in such excepted land or depths or in land other that to which such reference is limited shall be included in the terms "Subject Lands" or "Subject Interests".

SECTION 1.27. "Trust" means the Hugoton Royalty Trust established by the Trust Indenture.

SECTION 1.28. "Trust Indenture" means the Royalty Trust Indenture by and between Cross Timbers Oil Company and NationsBank, N.A. dated as of December 1, 1998, establishing the Hugoton Royalty Trust, an express Texas Trust under the Texas Trust Code.

ARTICLE II

MARKETING OF SUBJECT HYDROCARBONS

SECTION 2.01. Sales Contracts. Assignor, to the extent it has the right to do so, shall market or cause to be marketed the Subject Hydrocarbons and Assignee shall have no authority to

market the Subject Hydrocarbons or to take in-kind any Subject Hydrocarbons. For such purpose, Sales of Subject Hydrocarbons may continue to be made pursuant to Existing Sales Contracts. Assignor may amend such Existing Sales Contracts and may enter into one or more Sales Contracts in the future at the prices and on the terms Assignor shall deem proper in Assignor's sole and absolute discretion, which may include sales to Affiliates of Assignor. Further, Assignor may commit any of the Subject Interests (including the Royalty Interest attributable thereto) to one or more agreements for Processing pursuant to which, by way of example and not by way of limitation, the plant owner or operator (which may be an Affiliate of Assignor) receives a portion of the Subject Hydrocarbons or plant products derived therefrom or proceeds of the Sale thereof as a fee for Processing. Except as provided otherwise in Section 1.09 for the period from the Effective date through January 31, 2000, Gross Proceeds of Subject Hydrocarbons shall be determined on the basis of amounts actually received by Assignor (and not, except as provided in Section 1.09, proceeds received by any of Assignor's Affiliates) from Sales under Sales Contracts regardless of whether at the time of production or Sale market value should be different from proceeds of Sale. In no event shall Gross Proceeds or Production Costs include any revenues, expenses, gains or losses resulting from option transactions or other futures or hedging transactions (other than forward Sales of the Subject Hydrocarbons) which, if engaged in by Assignor or any of its Affiliates in respect of Subject Hydrocarbons, shall be solely for the account of Assignor or such Affiliate.

SECTION 2.02. Delivery of Subject Hydrocarbons. All Subject Hydrocarbons Sold by Assignor, whether pursuant to Sales Contracts or otherwise, shall be delivered, by Assignor to the purchasers thereof, into the pipelines to which the wells producing such Subject Hydrocarbons may be connected or to such other point of purchase as is reasonably required in the marketing of such Subject Hydrocarbons.

SECTION 2.03. Reliance by Third Party. As to any party, the acts of Assignor shall be binding on Assignee. **It shall not be necessary for Assignee to join with Assignor in any division or transfer order, lease extension or Sales Contract, and proceeds of Sale of the Subject Hydrocarbons shall be paid by the purchasers thereof (or others disbursing proceeds) directly to Assignor without necessity of joinder by or consent of Assignee.**

ARTICLE III

PAYMENTS

SECTION 3.01. Payment. On or before each Monthly Record Date, beginning with the Monthly Record Date for March, 1999, Assignor shall pay to Assignee as an overriding royalty hereunder an amount equal to eighty percent (80%) of the Net Proceeds for the preceding Computation Period. All payments made to Assignee on account of the Royalty Interest shall be made entirely and exclusively out of sale proceeds attributable to the production of Hydrocarbons from, or attributed to, the Subject Interests after the Effective Time. Accordingly, the amount of any Net Proceeds in respect of a Computation Period which cannot be paid out of the sale proceeds of production of Hydrocarbons from, or attributed to, the Subject Interests shall be carried over and included in Net Proceeds in the next Computation Period; provided, however, such amount shall only be payable from the Hydrocarbons produced from or attributable to the Subject Interests and the sale proceeds thereof, if any.

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SECTION 3.02. Interest on Past Due Payments. Except as otherwise provided in Section 9.05 hereof, any amount not paid by Assignor to Assignee when due shall bear, and Assignor will pay, interest determined at the end of each month, from such due date until such amount is paid, at the rate of the lesser of (a) the Prime Interest Rate plus 4% or (b) the maximum lawful contract rate of interest permitted by the applicable usury laws, now or hereafter enacted, which interest rate (the "Maximum Rate") shall change when and as said laws change, effective at the close of business on the day such change in said laws becomes effective; but, if there shall be no Maximum Rate, then the rate shall be as specified in the foregoing clause (a).

SECTION 3.03. Overpayment. If at any time Assignor pays Assignee more than the amount due, Assignee shall not be obligated to return any such overpayment, but the amount or amounts otherwise payable to Assignee for any subsequent period or periods shall be reduced by such overpayment, plus an amount equal to interest during the period of such overpayment at the rate of the lesser of (a) the Prime Interest Rate or (b) the Maximum Rate; but if there shall be no Maximum Rate, then the rate shall be as specified in the foregoing clause (a).

ARTICLE IV

RECORDS AND REPORTS

SECTION 4.01. Books and Records. Assignor shall at all times maintain true and correct books and records sufficient to determine the amounts payable to Assignee hereunder, including, but not limited to, a Net Proceeds account to which Gross Proceeds and Production Costs are credited and charged.

SECTION 4.02. Inspections. The books and records referred to in Section 4.01 shall be open for inspection by Assignee and its agents and representatives at the office of Assignor during normal business hours and after reasonable advance notice.

SECTION 4.03. Quarterly Statements. Within thirty (30) days next following the close of each calendar quarter, Assignor shall deliver to Assignee a statement showing the computation of Net Proceeds attributable to such quarter.

SECTION 4.04. Assignee's Exceptions to Quarterly Statements. If Assignee shall take exception to any item or items included in the quarterly statements rendered by Assignor, Assignee shall notify Assignor in writing within 180 days after the receipt of the report and annual audit furnished pursuant to Section 4.07 hereof, setting forth in such notice the specific charges complained of and to which exception is taken or the specific credits which should have been made and allowed; and, with respect to such complaints and exceptions as are justified, adjustment shall be made. If Assignee shall fail to give Assignor notice of such complaints and exceptions prior to the expiration of such 180 day period, then the statements for such calendar year as originally rendered by Assignor shall be deemed to be correct as rendered.

SECTION 4.05. Geological and Other Data. Upon request by Assignee, Assignor shall, subject to the limitations of confidentiality or nondisclosure obligations to co-owners or other third parties, furnish to Assignee access to all geological, well and production data which Assignor has on

hand relating to operations on the Subject Interests. Assignor will use reasonable efforts to obtain waivers of any such confidentiality or nondisclosure obligations that prevent it from providing to Assignee any requested information, but Assignor shall not be obligated to incur any expense or detriment above a nominal amount to obtain such waiver. Assignor shall also furnish to Assignee, upon request by Assignee, reports showing the status of development, producing and other operations conducted by Assignor on the Subject Interests. Assignor shall, upon request by Assignee, furnish to Assignee all reserve reports or studies in the possession of Assignor from time to time relating to the Subject Interests, whether prepared by Assignor or by third party consulting engineers; provided, it is agreed that Assignor makes no representations or warranties as to the accuracy or completeness of any such reports or studies and shall have no liability to Assignee or any other Person resulting from their use of such reports or studies, and Assignee agrees not to attribute to Assignor or such third-party consulting engineers any such reports or studies or the contents thereof in any securities filings or reports to owners or holders of "Beneficial Interests" in the Trust. All information furnished to Assignee pursuant to this section is confidential and for the sole benefit of Assignee and shall not be shown by Assignee to any other Person, except that this provision shall not prohibit the disclosure by Assignee of any information that (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by Assignee), (ii) was available to Assignee on a nonconfidential basis from a source other than Assignor, provided that such source is not known by Assignee to be bound by a confidentiality obligation owed to Assignor, or (iii) Assignee is legally required to disclose, provided that Assignee has given to Assignor notice of such requirement and a reasonable opportunity to seek, at Assignor's expense, a protective order and other appropriate relief from such requirement.

SECTION 4.06. Monthly Estimates. On or before ten days (excluding Saturdays, Sundays and other days on which national banking institutions in the City of Fort Worth, Texas, are closed as authorized or required by law) before each Monthly Record Date (beginning with the Monthly Record Date for March, 1999), Assignor shall deliver to Assignee a statement of Assignor's best estimate of the amount payable to Assignee on or before such Monthly Record Date.

SECTION 4.07. Annual Audits and Reports. Within 90 days after the end of the calendar year, Assignor shall deliver to Assignee a statement which has been audited by a nationally recognized firm of independent public accountants selected by Assignor, which shall show the information provided for in Section 4.03 on an annual basis. Assignee shall bear the cost of each such audit.

SECTION 4.08. Reserve Reports. Assignor may, but is not obligated to, provide an annual reserve report for the Royalty Interest prepared by independent consulting reservoir engineers. If such reserve report is provided by Assignor, Assignee will reimburse Assignor for the cost thereof.

ARTICLE V

LIABILITY OF ASSIGNEE

In no event shall Assignee be liable or responsible in any way for any Production Costs (including Excess Production Costs) or other costs or liabilities incurred by Assignor or others attributable to the Subject Interests or to the Hydrocarbons produced therefrom.

ARTICLE VI

OPERATION OF SUBJECT INTERESTS

SECTION 6.01. Prudent Operator Standard. Assignor agrees, to the extent it has the legal right to do so under the terms of any lease, operating agreement, contract for development or similar instrument affecting or pertaining to the Subject Interests (or any portion thereof), that it will conduct and carry on the maintenance and operation of the Subject Interests with reasonable and prudent business judgment and in accordance with good oil and gas field practices, and that it will drill such wells as a reasonably prudent operator would drill from time to time in order to protect the Subject Interests from drainage. Assignor further agrees to produce the Subject Interests without regard to whether any amount is imputed to the Gross Proceeds for any Computation Period during the period from the Effective Date through January 31, 2000, as provided in Section 1.09. However, nothing contained in this Section 6.01 shall be deemed to prevent or restrict Assignor from electing not to participate in any operation which is to be conducted under the terms of any operating agreement, contract for development or similar instrument affecting or pertaining to the Subject Interests (or any portion thereof) and allowing consenting parties to conduct nonconsent operations thereon, if such election is made by Assignor in good faith. Notwithstanding anything elsewhere herein to the contrary, Assignor shall never be liable to Assignee for the manner in which Assignor performs its duties hereunder as long as Assignor has acted in good faith.

SECTION 6.02. Abandonment of Properties. Nothing herein contained shall obligate Assignor to continue to operate any well or to operate or maintain in force or attempt to maintain in force any of the Subject Interests when, in Assignor's opinion, such well or Subject Interest ceases to produce or is not capable of producing Hydrocarbons in paying quantities. The expiration of a Subject Interest in accordance with the terms and conditions applicable thereto shall not be considered to be a voluntary surrender or abandonment thereof.

SECTION 6.03. Insurance. Although Assignor is permitted to carry policies of insurance covering the property upon the Subject Interests and risks incident to the operation thereof and to charge premiums therefor to the Net Proceeds account, Assignor shall not be required to carry insurance on such property or covering any of such risks unless it elects to do so. In no event shall Assignor be liable to Assignee on account of any losses sustained which are not covered by insurance.

SECTION 6.04. Certain Rights to Manage the Subject Interests. Notwithstanding anything in this Conveyance to the contrary, Assignor shall have the right and power, acting in good faith and as a reasonably prudent oil and gas operator, to execute, deliver, and perform operating agreements, oil and gas leases, farmout agreements, exploration agreements, participation agreements, drilling agreements, acreage contribution agreements, dry-hole agreements, bottom-hole agreements, joint venture agreements, partnership agreements, and other similar instruments and agreements that cover or affect the Subject Interests and to make all decisions or elections required thereunder, including, but not limited to, decisions to consent or non-consent to drilling and other operations. The applicable Royalty Interest shall in each case be bound by such instrument or agreement (and decisions or elections thereunder), without the necessity of any execution, consent, joinder, or ratification by Assignee, and the Royalty Interest shall thereafter be calculated and paid with respect

to the interests reserved, obtained, or modified by Assignor in such transaction, not by reference to the Subject Interests that existed before such transaction. For example, but not by way of limitation, (a) Assignor may farm out any Subject Interest that is an oil and gas lease, and the Subject Interest therein shall subsequently be the overriding royalty interest, reversionary working interest, and/or other rights and interests reserved by Assignor in the farmout, not the original leasehold interest, or (b) Assignor may execute an oil and gas lease to cover any Subject Interest that is a mineral interest, and the Subject Interest shall subsequently be the royalty and other lease benefits obtained or reserved by Assignor in such lease, not the original mineral interest.

ARTICLE VII

POOLING AND UNITIZATION

SECTION 7.01. Pooled Subject Interests. To the extent any of the Subject Interests have been heretofore pooled and unitized for the production of Hydrocarbons, such Subject Interests are and shall be subject to the terms and provisions of such pooling and unitization agreements, and the Royalty Interest in each such Subject Interest shall apply to and affect only the production from such units which accrues to such Subject Interest under and by virtue of the applicable pooling and unitization agreements.

SECTION 7.02. Right to Pool and Unitize. Assignor shall have the exclusive right and power (as between Assignor and Assignee), exercisable only during the period provided in Section 7.03 hereof, to pool or unitize any of the Subject Interests and to alter, change or amend or terminate any pooling or unitization agreements heretofore or hereafter entered into, as to all or any part of the Subject Lands, as to any one or more of the formations or horizons thereunder, and as to any one or more Hydrocarbons, upon such terms and provisions as Assignor shall in its sole and absolute discretion determine. If and whenever through the exercise of such right and power, or pursuant to any law hereafter enacted or any rule, regulation or order of any governmental body or official hereafter promulgated, any of the Subject Interests are pooled or unitized in any manner, the Royalty Interest insofar as it affects such Subject Interest shall also be pooled and unitized, and in any such event such Royalty Interest in such Subject Interest shall apply to and affect only the production which accrues to such Subject Interest under and by virtue of the pooling and unitization, and it shall not be necessary for Assignee to agree to, consent to, ratify, confirm or adopt any exercise of such right and power by Assignor.

SECTION 7.03. Applicable Period. Assignor's power and rights in Section 7.02 shall be exercisable only during the period of the life of the last survivor of the descendants of the signers of the Declaration of Independence living on the date of execution hereof, plus twenty-one (21) years after the death of such last survivor, or the term of this Conveyance, whichever period shall first expire.

[redacted] [redacted] [redacted]

ARTICLE VIII

GOVERNMENT REGULATION

All obligations of Assignor hereunder shall be subject to all present and future valid federal, state and local laws, statutes, codes and orders; and all applicable rules, orders, regulations and decisions of every court, governmental agency, body or authority having jurisdiction over the Hydrocarbons in and under and that may be produced from the Subject Interests. Assignor's obligations are specifically, but not by way of limitation, subject, to the extent in effect, to all applicable provisions of the Emergency Petroleum Allocation Act of 1973, the Department of Energy Organization Act, the Natural Gas Act, the Natural Gas Policy Act of 1978, the Natural Gas Wellhead Decontrol Act of 1989 and each other statute purporting to provide regulation of the Sale of Hydrocarbons or establishing maximum prices at which the same may be Sold and all applicable laws, orders, rules and regulations thereunder of the Federal Energy Regulatory Commission, the Department of Energy and each other legislative or governmental body, agency, board or commission having jurisdiction. If maximum rates permitted under such statutes, rules and regulations for the Subject Hydrocarbons are lower than prices established in Sales Contracts, then the lower regulated prices received by Assignor shall control. Assignor shall be entitled to use its reasonable discretion in making filings, for itself and on behalf of Assignee, with the Federal Energy Regulatory Commission, the Department of Energy or any other governmental body, agency, board or commission having jurisdiction, affecting the price or prices at which Subject Hydrocarbons may be Sold, and with purchasers of production, operators or others with respect to any excise tax.

ARTICLE IX

ASSIGNMENTS

SECTION 9.01. Assignment by Assignor. Assignor shall have the right to assign, sell, transfer, convey, mortgage or pledge the Subject Interests, or any part thereof, subject to the Royalty Interest and the terms and provisions of this Conveyance. From and after the effective date of any such assignment, sale, transfer or conveyance by Assignor, the assignee thereunder shall succeed to all the requirements upon and responsibilities of Assignor hereunder, as to the interests in the Subject Interests so acquired by such assignee, and, from and after the said effective date, Assignor shall be relieved of such requirements and responsibilities, excepting only those accrued or due for performance prior to such effective date.

SECTION 9.02. Partial Assignment. If Assignor assigns its interest under the Subject Interests as to some of such Subject Interests or as to some part thereof, then, effective as of the date of such assignment, in determining the Royalty Interest payable with respect to production from such assigned Subject Interests or parts thereof, the Gross Proceeds, Production Costs and Net Proceeds attributable to such assigned interests will be computed and determined by the assignee of such assigned interests in the aggregate as to the assigned interests owned by such assignee, but separate from and not aggregated with the computation and determination made by Assignor as to Subject Interests that have not been assigned by Assignor.

SECTION 9.03. Assignment by Assignee. Assignee has the right to assign the Royalty Interest in whole or in part only as authorized by the Trust Indenture. However, no such assignment will affect the method of computing Net Proceeds, and if more than one Person becomes entitled to participate in the Royalty Interest, Assignor may withhold from such other Person payments to which such Person would otherwise be entitled hereunder and the furnishing of any data or information which Assignor is required by the terms hereof to furnish Assignee until Assignor is furnished a recordable instrument executed by or binding upon all Persons interested in the Royalty Interest designating one Person who is to receive such payments, data and information. In making conveyances or assignments of any of the Subject Interests (to the extent permitted hereunder), Assignee need not vest in its grantee or assignee all of the rights of Assignee hereunder with respect to the interest in the Subject Interests so conveyed or assigned.

SECTION 9.04. Certain Sales of Subject Interests. Subject to the limitations set forth in Section 3.02(b) of the Trust Indenture, Assignor may cause the sale of certain Subject Interests, including the appurtenant Royalty Interest from time to time and Assignee will join in such sales as provided in the Trust Indenture. The proceeds of any such sale shall be apportioned and paid as provided in the Trust Indenture, but the purchasers of such Subject Interests (inclusive of the appurtenant Royalty Interest) may pay the full amount of the purchase price therefor to Assignor and shall have no responsibility to see to the proper allocation thereof between Assignor and Assignee.

SECTION 9.05. Change in Ownership. No change of ownership or right to receive payment of the Royalty Interest, or of any part thereof, however accomplished, shall be binding upon Assignor until notice thereof shall have been furnished by the Person claiming the benefit thereof, and then only with respect to payments thereafter made. Notice of sale or assignment shall consist of a certified copy of the recorded instrument accomplishing the same; notice of change of ownership or right to receive payment accomplished in any other manner (for example by reason of incapacity, death or dissolution) shall consist of certified copies of recorded documents and complete proceedings legally binding and conclusive of the rights of all parties. Until such notice accompanied by such documentation shall have been furnished Assignor as above provided, the payment or tender of all sums payable on the Royalty Interest may be made in the manner provided herein precisely as if no such change in interest or ownership or right to receive payment had occurred, or (at Assignor's election) Assignor shall have the right to suspend payment of such sums without interest in the event of such change until such documentation is furnished. The kind of notice herein provided shall be exclusive, and no other kind, whether actual or constructive, shall be binding on Assignor.

SECTION 9.06. Rights of Mortgagee or Trustee. If Assignee shall at any time execute a mortgage or deed of trust covering all or part of the Royalty Interest, the mortgagee(s) or trustee(s) therein named or the holder of any obligation secured thereby shall be entitled, to the extent such mortgage or deed of trust so provides, to exercise all the rights, remedies, powers and privileges conferred upon Assignee by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by Assignee, but the provisions of this Section 9.06 shall in no way be deemed or construed to impose upon Assignor any obligation or liability undertaken by Assignee under such mortgage or deed of trust or under the obligation secured thereby.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Proportionate Reduction. In the event of failure or deficiency in title to any of the Subject Interests, the portion of the production from such Subject Interest out of which the Royalty Interest attributable to such Subject Interest shall be payable shall be reduced in the same proportion that such Subject Interest is reduced. Notwithstanding the foregoing, if any Person claims that this Conveyance gives rise to a preferential right of such Person to acquire any portion of the Royalty Interest (or any of the Subject Interests), then Assignor shall indemnify Assignee and the trustee of the Trust against any liability, expense, damage or loss in regard to such claim and the provisions of Section 6.05 of the Trust Indenture shall apply with respect to such indemnity obligation. If such claim results in the acquisition of any portion of the Royalty Interest by the Person claiming the preferential right then, subject to the proviso below, Assignor shall pay to Assignee the amount determined by multiplying (i) the product of 40,000,000 multiplied by the initial public offering price of the Trust's units of beneficial interest by (ii) a fraction, the numerator of which is the value of the portion of the Royalty Interest acquired by the Person claiming the preferential right, as determined by reference to the most recent Reserve Report (as defined in the Trust Indenture) of the Trust and the denominator of which is the value of all the Royalty Interest as determined by reference to such Reserve Report; provided, however, that if the Person claiming such preferential right makes any payment to the Trust in connection with the acquisition of a portion of the Royalty Interest, then the amount of such payment shall be credited against Assignor's payment obligation set forth above, but not to create a negative number.

SECTION 10.02. Term. This Conveyance shall remain in force as long as any of the Subject Interests are in effect.

SECTION 10.03. Further Assurances. Should any additional instruments of assignment and conveyance be required to describe more specifically any interests subject hereto, Assignor agrees to execute and deliver the same. Also, if any other or additional instruments are required in connection with the transfer of State, Federal or Indian lease interests in order to comply with applicable laws, regulations or agreements, Assignor will execute and deliver the same.

SECTION 10.04. Notices. All notices, statements, payments and communications between the parties hereto shall be deemed to have been sufficiently given and delivered if enclosed in a post paid wrapper and deposited in the United States Mails directed, or if personally delivered, to the party to whom the same is directed or to be furnished or made at the respective addresses, as follows:

If to Assignor:

Cross Timbers Oil Company
810 Houston Street, Suite 2000
Fort Worth, Texas 76102

Attention: Corporate Secretary

If to Assignee:

NationsBank, N.A.
17th Floor
901 Main Street
NationsBank Plaza
Dallas, Texas 75202

Attention: Trust Department

Either party or the successors or assignees of the interest or rights or obligations of either party hereunder may change its address or designate a new or different address or addresses for the purposes hereof by a similar notice given or directed to all parties interested hereunder at the time.

SECTION 10.05. Binding Effect. **This Conveyance shall bind and inure to the benefit of the successors and assigns of Assignor and Assignee.**

SECTION 10.06. Governing Law. **The validity, effect and construction of this Conveyance shall be governed by the laws of the State of Texas.**

SECTION 10.07. Headings. **Article and Section headings used in this Conveyance are for convenience only and shall not affect the construction of this Conveyance.**

SECTION 10.08. Substitution of Warranty. **This instrument is made with full substitution and subrogation of Assignee in and to all covenants of warranty by others heretofore given or made with respect to the Subject Interests or any part thereof or interest therein.**

SECTION 10.09. Counterpart Execution. **This Conveyance may be executed in multiple counterparts, each of which shall be an original. Certain counterparts may have descriptions relating to different recording jurisdictions omitted from Schedule A. A counterpart with all such descriptions is being filed for record in Lincoln County, Wyoming. Where a description covers an interest located in more than one county, such description may be included in counterparts recorded in each county but such inclusion of the same description in more than one counterpart does not have any cumulative effect as to the interests covered by such description.**

SECTION 10.10. Amended and Restated Conveyance. **This Conveyance amends and restates fully a document previously executed by Assignor and Assignee. Such prior document was not recorded and is fully replaced and superseded by this Conveyance and such previously executed document is to be disregarded for all purposes.**

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, each of the parties hereto has caused this Conveyance to be executed in its name and behalf and delivered as of the Effective Date.

ATTEST:

Virginia Anderson, Secretary of Cross Timbers Oil Company

CROSS TIMBERS OIL COMPANY

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

ATTEST:

_____
Don A. Yuchs
Assistant Vice President

NATIONSBANK, N.A., acting not in its individual capacity but solely as the Trustee of the Hugoton Royalty Trust

By: _____
Ron E. Hooper, Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 9th day of April, 1999, by Vaughn O. Vennerberg, II, Senior Vice President - Land of Cross Timbers Oil Company, on behalf of said corporation.

Commission Expires:

11-13-99

Kim Fields Rhoads
Notary Public State of Texas

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

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 9th day of April, 1999, by Ron E. Hooper, Vice President of NationsBank, N.A., Trustee of the Hugoton Royalty Trust, on behalf of said Bank as Trustee of the Hugoton Royalty Trust.

Commission Expires:

10-22-02

Jana L. Egeler
Notary Public State of Texas

JANA L. EGELER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 10-22-02

SCHEDULE "A"

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE	BOOK / COUNTY	PAGE
12870 863-0019-00	USA W-2108 AID # PAYOR CODE # LEGAL DESCRIPTION T27N-R112W: SEC. 24: W/2W/2 SEC. 25: W/2 CONTAINING 480 ACRES, MORE OR LESS	JAMES O BREENE, JR	10/16/66	47 SUBLETTE COUNTY, WYOMING	373
12871 863-0020-00	USA W-2690 AID # PAYOR CODE # LEGAL DESCRIPTION T27N-R111W: SEC. 31: LOTS 1, 2, 3(32.64), 4(22.05), 5(27.43), 6(28.18), 7(28.91), NE/4 E/2NW/4, NE/4SW/4, N/2SE/4 CONTAINING 592.69 ACRES, MORE OR LESS	MARGARET E. ALLEN	11/10/66	47 SUBLETTE COUNTY, WYOMING	447
12872 863-0021-00	USA W-3776 AID # PAYOR CODE # LEGAL DESCRIPTION T27N-R112W: SEC. 13: W/2W/2 SEC. 25: E/2 CONTAINING 480 ACRES, MORE OR LESS	JOSEPHINE E. FRYE	1/11/67	41 SUBLETTE COUNTY, WYOMING	445

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SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE	BOOK / COUNTY	PAGE
12873 863-0022-00	USA W-15340 AID # PAYOR CODE # LEGAL DESCRIPTION T27N-R112W: SEC. 24: E/2 CONTAINING 320 ACRES, MORE OR LESS	RUTH FOX SEARS	9/20/88	47 SUBLETTE COUNTY, WYOMING	505
12874 863-0023-00	STATE OF WYOMING 88-15523 LEGAL DESCRIPTION T27N-R112W: SEC. 36: ALL CONTAINING 640 ACRES, MORE OR LESS	NAT NOVICK	10/07/88	48 SUBLETTE COUNTY, WYOMING	143

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[redacted] [redacted] [redacted]

SCHEDULE B

Attached to and made a part of that certain Net Overriding Royalty Conveyance (Hugoton Royalty Trust) dated effective December 1, 1998 (the "Conveyance")

ACCOUNTING PROCEDURE

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the Conveyance.
"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.
"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are used in the calculation of Gross Proceeds, Net Proceeds, Processing Costs and Production Costs, as said terms are defined in the Conveyance.
"Operator" shall mean Cross Timbers Oil Company or any of its affiliates that conduct Joint Operations on the Joint Property.
"Parties" shall mean Operator and the Hugoton Royalty Trust (herein referred to as the "Trust").
"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.
"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.
"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.
"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.
"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies.

2. Designation and Responsibilities of Operator

Cross Timbers Oil Company shall be the Operator of the Joint Property, and shall, to the extent it has the legal right to do so, conduct and direct and have full control of all operations on the Joint Property as permitted and required by, and within the limits of the Conveyance.

3. Payments and Accounting

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Joint Property and shall charge the Joint Account with the appropriate proportionate share upon the expense basis provided herein. Operator shall keep an accurate record of the expenses incurred and charges and credits made and received.

4. Application of Agreement

This Accounting Procedure will apply to Joint Properties where Cross Timbers Oil Company is the Operator and the Operator owns all or a portion of the leasehold interest in the Joint Properties. In the event there is an existing Accounting Procedure or related instrument governing the operations of the Joint Properties, this Accounting

Procedure will control except as to the overhead rate stated in the existing Accounting Procedure or related instrument.

5. Conflicts

In the event there exists any conflict between the terms of this Accounting Procedure or any Accounting Procedure that applies to the Joint Properties and the Conveyance to which it is attached, the Conveyance will control.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items, which shall be allocated to Processing Costs or Production Costs as appropriate:

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations, and costs related to employees of Operator performing any environmental work involving the Joint Property.

2. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

3. Labor

A. (1) Salaries and wages of Operator's field employees employed on the Joint Property in the conduct of Joint Operations.

(2) Salaries of First Level Supervisors in the field.

(3) Salaries and wages of Technical Employees directly employed on the Joint Property.

(4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property.

(5) Salaries and wages of support employees whose duties are primarily field related in connection with the Joint Operations, regardless of their location (e.g., field superintendents and clerical employees located in the field).

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.

D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

[redacted] [redacted] [redacted]

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraph 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.

5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator.

C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is $400 or less excluding accessorial charges. The $400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates.

8. Equipment and Facilities Furnished By Operator

A. Operator shall charge the Joint Account for use of equipment and facilities owned by Operator or any of its affiliates at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed twelve percent (12%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

C. This Paragraph 8 shall not affect any current charges made by Operator to the Joint Account related to transportation, gathering, treating, compression or processing or related charges by an affiliate of Operator.

9. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct.

10. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the Conveyance or necessary to protect or recover the Joint Property, and the costs and expenses incurred in connection with hearings and other matters before governmental bodies and agencies and costs and expenses incurred in curing title to the Joint Property. Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Joint Account. Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions. All other legal expense is considered to be covered by the overhead provisions of Section III.

11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's interest.

12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities or any form of telephonic equipment or service used in serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

[redacted] [redacted] [redacted]

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on a Fixed Rate Basis, Paragraph 1A. Such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall not be considered as included in the overhead rates.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall not be covered by the overhead rates.

iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property shall not be covered by the overhead rates.

A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

<u>For wells located in the Hugoton Field</u>
Drilling Well Rate $2,350.00
(Prorated for less than a full month)

Producing Well Rate $235.00

<u>For wells located in all other areas</u>
Drilling Well Rate $4,760.00
(Prorated for less than a full month)

Producing Well Rate $476.00

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

(1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.

(2) Charges for wells undergoing any type of workover or recompletion or swabbing shall be made at the drilling well rate. Such charges shall be applied for the period from date such operations, with rig or other units used, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

(1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.

(2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.

(3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.

(4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.

(5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

(3) The well rates shall be adjusted as of the first day of April each year beginning in 1999. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernable as a fixed asset required for the development and operation of the Joint Property, Operator shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of $25,000.00:

A. 5% of first $100,000 or total cost if less, plus

B. 3% of costs in excess of $100,000 but less than $1,000,000, plus

C. 2% of costs in excess of $1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

3. Catastrophe Overhead

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall charge the Joint Account for overhead based on the following rates:

A. 5% of total costs through $100,000; plus

B. 3% of total costs in excess of $100,000 but less than $1,000,000; plus

C. 2% of total costs in excess of $1,000,000.

Expenditures subject to the overheads in this Section 3 above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Materials and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of the Trust in surplus condition A or B Material at the prices defined below.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts, adjustments or rebates received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator shall be priced on the following basis exclusive of cash discounts:

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

(a) Tubular goods, sized 2-3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill published carload prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular good exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.

(b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.a.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.

(c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.

(d) Macaroni tubing (size less than 2-3/8 inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

(a) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(c) Line pipe 24 inch OD and over and 3/4 inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.

(d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.

(4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material.

(b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of the Assignee.

(a) Casing, tubing or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

(b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as reasonably determined by Operator. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

(1) Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS Bulletin 21.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

[redacted] [redacted] [redacted]

4. Expense of Conducting Inventories

A. The expense of conducting periodic inventories shall not be charged to the Joint Account.

B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

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 Jensen #4 well (whose surface location is within the NE/4NW/4 of Section 14, Township 31 North-Range 109 West, 6th P.M., Sublette County, Wyoming) interests described and conveyed in that certain WELLBORE ASSIGNMENT AND BILL OF SALE dated effective December 1, 1998 between ST Oil Company and III Exploration, Inc., as Assignors, and Donald R. Hembre, as Assignee; which Assignment was recorded April 9, 1999 in the Sublette County, Wyoming records as Document 272653 in Book 111 O&G, Page 14.

Executed on the date herein acknowledged to be effective for all purposes as of the effective time.

272745

RECORDED April 15 1999 3:40p M
IN BOOK 111 O&G PAGE 50
FEES $6.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scotton

ASSIGNOR

Donald R. Hembre
Donald R. Hembre

ASSIGNEE

Lewis & Clark Exploration Company

Donald R. Hembre
Donald R. Hembre, President

STATE OF COLORADO

ss

COUNTY OF ARAPAHOE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of April, 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 04/22/2002

Amy Graham
Notary Public

Address 5961 E. Broadway
Littleton, Co 80120

NOTARY PUBLIC COLORADO

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-138524**
Lease Effective Date (Anniversary Date)	**April 1, 1996**
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **Nerd Enterprises Inc.**
Street **P.O. Box 949**
City, State, ZIP Code **Casper, Wyoming 82602 8.25%**

*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 this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 29 North, Range 109West, 6th PM Section 6: Lots 1-7 S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 8: All Section 18: Lots 1-4, E/2, E/2W/2 Containg 1, 965.35 acres more or less **272770** Sublette County, Wyoming	100%	66%	33%	7.50%	None

RECORDED April 19, 1999 9:50A M
IN BOOK 111 Of6 PAGE 51
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

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

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

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.

MCNIC Oil & Gas Properties
150 W. Jefferson Ave.
Detroit, Michigan 48226 33.33%

Fort Collins Consolidated Royalties, Inc.
P.O. Box 363
Cheyenne, Wyoming 82003 24.08%

Edward M. Warner 1.33%
1401 17th Street Suite 1200
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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, 19 99

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)

Executed this 18th day of February, 19 99

Nerd Enterprises, Inc.

Assignee Mick McMurry
or (Signature)
Attorney-in-fact
(Signature)

*** but effetive April 17, 1996**

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]

Fort Collins Consolidated Royalties Inc.

By _____

Dated 3/3/99

MCNIC Oil and Gas Properties, Inc.

By _____

Dated 3/18/99

Edward M Warner

By _____

Dated 3/10/99

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.

Melanie M Sawyer
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 18th day of February, 1999, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas L Bleem
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 Weiss Executive Vice Pres. of Fort Collins Consolidated Royalties 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

My commission expires: 11-1-2002

[redacted] [redacted] [redacted]

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. YAMAMOTO NOTARY PUBLIC STATE OF COLORADO SEAL

Janet K. Yamamoto
Notary Public

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 18th of March 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen A. Gonzales
Notary Public
Address: 1360 Post Oak Blvd.
Houston, Texas 77056

My Commission Expires:

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

September 9, 2002

Form 3000-3
(January 1956)

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

WY-18-010-00062-00

WY-010-00062-00

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-126772

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*** MCNIC Oil & Gas Properties, Inc. - 33.333%
   Street 150 West Jefferson Ave., Suite 1900
   City, State, ZIP Code Detroit, Michigan 48226

*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 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.					7.5%*
Section 3: Lot 2(39.94), SW/4NE/4					
Containing 79.94 acres more or less					
Sublette County, Wyoming					
McMurry Oil Company	49.5000%	16.5000%	33.0000%	0.0000%	
Fort Collins Consolidated Royalties, Inc.	36.1250%	12.0410%	24.0840%	0.0000%	
Nerd Enterprises, Inc.	12.3750%	4.1250%	8.2500%	0.0000%	
Edward M. Warner	2.0000%	0.6670%	1.3330%	0.0000%	

272771

RECORDED April 19 1999 9:50 AM
IN BOOK 111 OTG PAGE 57
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

*Assignment effective April 1, 1996 of all pre-exisitng lease surdens

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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 20th day of January, 19 99

Name of Assignor as shown on current leas McMurry Oil Company
Please type or print

Assignor _____
or John W. Martin, President

Attorney-in-fact _____
(Signature)

370 17th Street Suite 3020,
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 9th day of March, 19 99

MONIC Oil & Gas Properties, Inc.

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

*But effective April 1, 1996

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.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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 27th* day of January, 19 99

Executed this _____ day of _____, 19 _____

Name of Assignor as shown on current leas **Nerd Enterprises, Inc.**
Please type or print

Assignor Nick McMurry
or (Signature)

Attorney-in-fact _____
(Signature)

P.O. Box 949
(Assignor's Address)

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

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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

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

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

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

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

Executed this 12th day of February, 19 99

Name of Assignor as shown on current lease: **Fort Collins Consolidated Royalties Inc.**
Please type or print

Assignor _____
(Signature)
or

Attorney-in-fact _____
(Signature)

P.O. Box 1363
(Assignor's Address)

Cheyenne, Wyoming 82003
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 ____

Assignee _____
(Signature)
or

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

Executed this 19th day of February, 19 99 Executed this _____ day of _____, 19 _____

Name of Assignor as shown on current leas **Edward M. Warner**
Please type or print

Assignor Edward M. Warner
(Signature)
or

Attorney-in-fact _____
(Signature)

1401 17th Street, Suite 1200
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Assignee _____
(Signature)
or

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of January 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: November 13, 2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 27 day of January, 1999 by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Theresa R Blevins
Notary Public

SEAL

My commission expires: 6 April 1999

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 12th day of Feb, 1999, 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.

ANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Diane E Greene
Notary Public

My commission expires: 11-1-2002

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of February, 1999 by Edward M. Warner, an individual.

Witness my hand and official seal.

LYNETTE J. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette J. Johnson
Notary Public

My Commission Expires 11/30/2002

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 9th day of March, 199_, by Thoams H. Neel, President of MCNIC Oil & Gas Co., a Michigan corporation, on behalf of the corporation.

Witness my hand and official seal.

Karen A. Gonzales
Notary Public

SEAL

My commission expires: September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

604

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

WYW-18-010-00114-00

WY-018-00062-00

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-135470
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*** MCNIC Oil & Gas Properties, Inc. - 33.333%
   Street 150 West Jefferson Ave., Suite 1900
   City, State, ZIP Code Detroit, Michigan 48226

*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.					7.5%*
Section 13: NE/4NW/4					
Containing 40.00 acres more or less					
Sublette County, Wyoming					
McMurry Oil Company	49.5000%	16.5000%	33.0000%	0.0000%	
Fort Collins Consolidated Royalties, Inc. 272772	36.1250%	12.0410%	24.0840%	0.0000%	
Nerd Enterprises, Inc.	12.3750%	4.1250%	8.2500%	0.0000%	
Edwa[redacted]	[redacted]0000%	0.6670%	1.3330%	0.0000%	

RECORDED April 19, 1999 9:50 AM
IN BOOK 111 O+G PAGE 64
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeter

*Assignment effective April 1, 1999 *Inclusive of all pre-exisitng lease surdens

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2. If n[illegible]ed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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 20th* day of January, 19 99

Name of Assignor as shown on current lease: McMurry Oil Company
Please type or print

Assignor [signature]
or John W. Martin, President

Attorney-in-fact _____
(Signature)

370 17th Street Suite 3020,
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 9th day of March, 19 99

MCNIC Oil & Gas Properties, Inc.

Assignee [signature]
or (Signature)

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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

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

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

Executed this 27th* day of January, 19 99

Name of Assignor as shown on current leas **Nerd Enterprises, Inc.**
Please type or print

Assignor Mick McMurray
or (Signature)

Attorney-in-fact _____
(Signature)

P.O. Box 949
(Assignor's Address)

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

Executed this _____ day of _____, 19 _____

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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*U.S. GPO: 1996-774-004/41005

[redacted] [redacted] [redacted]

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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 14 day of February, 19 92 Executed this _____ day of _____, 19 ____

Name of Assignor as shown on **Fort Collins Consolidated Royalties, Inc.**
Please type or print

Assignor [signature]
or
Attorney-in-fact _____
(Signature)

P.O. Box 1363
(Assignor's Address)

Cheyenne, Wyoming 82003
(City) (State) (Zip Code)

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

***But effective April 1, 1996**

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

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

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

Executed this 19th day of February, 19 99

Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current leas **Edward M. Warner**
Please type or print

Assignor Edward M. Warner
or (Signature)

Attorney-in-fact _____
(Signature)

1401 17th Street, Suite 1200
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

***But effective April 1, 1996**

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*U.S. GPO: 1996-774-004/41005

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of January, 1999 by John W. 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: November 13, 2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 27 day of January, 1999, by Mick McMurry, President of Nerd 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 12th day of Feb., 1999, by William R. Weeks, ~~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

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV 1 2002

My commission expires: 11-1-2002

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 9th day of March, 199_, by Thomas H. Neel, President of MCNIC Oil & Gas Co., a Michigan corporation, on behalf of the corporation.

Witness my hand and official seal.

Karen A. Gonzales
Notary Public

SEAL

My commission expires: September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of February, 1999 by Edward M. Warner, an individual.

Witness my hand and official seal.

Lynette M. Johnson
Notary Public

LYNETTE M. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Form 4-1158
Ninth Edition
(August 1961)

FACSIMILE REPRODUCTION
J. WANDEL PRESS, DENVER

Fill in in typewriter or print plainly in ink and sign in ink.

Form approved.
Budget Bureau No. 42-R068.4.

Office WYOMING

Serial No. W- 5627

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss SAMUEL MANDEL
(First Name, Middle Initial, Last Name)

Please notify the deputy office of any change of address

870 United Nations Plaza
(Number and Street)

New York, New York 10017
(City and State)

RECEIVED
CHEYENNE, WYO.
LAND OFFICE
1967 APR 3 AM 8 23
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Wsbd
S
R-T
HI-

2. Land requested: State Wyoming County Sublette T. 28 N., R. 108 W., 6th P. Meridian

272817

Sec. 8: All;
9: All;

T. 29 N., R. 108 W., 6th P.M.

Sec. 32: All;
33: All.

Total Area 2560 Acres

1:55p

RECORDED April 20 1999 M
IN BOOK 111 O+G PAGE 71
FEES $9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

3. Land included in lease: State County T. : R. : Meridian

This lease embraces the area and the lands described in Item 2.

The rental required is the rental amount shown in Item 4.

(Offeror does not fill in this block) Total Area Acres Rental retained $

4. Amount remitted: Filing fee $10, Rental $ 1280.00, Total $ 1290.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ____ Naturalized X Corporation or other legal entity (specify what kind): ____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. *(If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)*

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.
"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

Offeror duly executed this instrument this 3rd day of April, 1967

____
(Lessee signature)

Samuel Mandel (Lessee signature)

____
(Attorney-in-fact)

This lease for the lands described in Item 2 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

Effective date of lease MAY 1 1967

ASSISTANT MANAGER, OIL & GAS (Title)

APR 18 1967 (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 161.13 (a).

ADDENDA

9

71

LEASE TERMS

INSTRUCTIONS

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

4000

Serial No.
WYW122309

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: STANDARD ENERGY CORPORATION (40%)
   YELLOW RIBBON, INC. (60%)
   Street: 42 Calle Feliz
   City, State, Zip Code: Sedona, Arizona 86336

2. This application/offer/lease is for: *(Check only One)* [X] PUBLIC DOMAIN LANDS [ ] ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: WY-9010-391 *Sale Date (m/d/y): 10 / 2 / 90
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
Cindelle L Kawalski
BUREAU OF LAND MANAGEMENT

Amount remitted: Filing fee $ 75.00 Rental fee $ 960.00 Total acres applied for 640.00
Total $ 1035.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

272818

RECORDED April 20 1999 M
IN BOOK 111 O+G PAGE 73
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

1:55P

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
90 OCT -3 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

[X] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Beverly J Potter
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

OCT 18 1990 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1990

ORIGINAL

(Continued on reverse)

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

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

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

Duly executed this 3rd day of October, 19 90

Pamela K. Nelson
(Signature of Lessee or Attorney-in-fact)
Power of Attorney for Both Corporations

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. Government Printing Office: 1988—573-017/86009

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 1 9 1999
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WIW122309 640.000 Acres
T.028ON, R.108OW, 06th PM, WY
sec. 032 ALL;
Sublette County

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
Adella A Kowalski
BUREAU OF LAND MANAGEMENT

WYW122309

1. **SURFACE DISTURBANCE STIPULATION** (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

APPLIES TO ALL PARCELS OR PORTIONS WHERE BLM ADMINISTERS THE SURFACE ESTATE.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
Adulla A Kuwalaka
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

Form 3109-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] 102

Serial No.
WYW124622

OFFER TO LEASE AND LEASE FOR OIL AND GAS 02084

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Gregor Klurfeld
   Street 200 West 58 Street, Suite 10-A
   City, State, Zip Code New York, NY 10019

2. This application/offer/lease is for: *(Check only One)* ☑ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: WY-9106-483 *Sale Date (m/d/y): 6 / 4 / 91
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County
SEE ATTACHED				

272819

RECORDED April 20 1999 1:55p M
IN BOOK 111 O+G PAGE 78
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Easton

Amount remitted: Filing fee $ 75.00 Rental fee $ 2745.00 Total acres applied for 1829.12
Total $ 2820.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County
SEE ATTACHED				

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1999
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
91 JUN -5 AM 9:00
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA
by Beverly J. Poteet
(Signing Officer)
SUPERVISORY LAND LAW EXAMINER JUN 28 1991
(Title) JUL 01 1991 (Date)
EFFECTIVE DATE OF LEASE _____

(Continued on reverse)

ORIGINAL

RJB

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,0 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this 5th day of June, 19 91

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations. To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase, pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease. As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. Government Printing Office: 1988—573-017/80068

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

WYW124622 1829.120 Acres
T.0290N, R.1090W, 06th PM, WY
sec. 003 LOTS 1-4;
003 S2N2,N2SW;
004 LOTS 1-4;
004 S2N2,S2;
005 LOTS 1-4;
005 S2N2,S2;
T.0300N, R.1090W, 06th PM, WY
sec. 033 S2S2;
Sublette County

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to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW124622

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

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APR 19 1999
BUREAU OF LAND MANAGEMENT

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW127204

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Javelina Partners
   Street 616 Texas Street
   City, State, Zip Code Fort Worth, Texas 76102

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: ~~WY-9206-280~~ *Sale Date (m/d/y): 06 / 02 / 92
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. R. Meridian State County

272820

RECORDED April 20 1999 M
IN BOOK 111 Of6 PAGE 83
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

1:55p

Amount remitted: Filing fee $ 75.00 Rental fee $ 262.50 Total acres applied for 174.91
Total $ 337.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:
   T. R. Meridian State County

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

SEE ATTACHED

RECEIVED
CHEYENNE, WYOMING
92 JUN 29 AM 9:00
BUREAU OF LAND MANAGEMENT

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☑ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Lawrence R. Apelt
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER JUL 9 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 1 1992

ORIGINAL

(Continued on reverse)

in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this 24 day of June, 19 92. Javelina Partners

E. Randall Hudson, III, General Partner

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

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Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

• U.S. GOVERNMENT PRINTING OFFICE: 1988 - 201-964 - 413/84768

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW-127204 174.91 Acres

T. 028N, R. 109W, 06th PM, WY
sec. 004 Lots 2, 4;
004 SESW, SESE;
Subette County
Formerly Lease No. W-120774

CERTIFIED
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APR 19 1999
BUREAU OF LAND MANAGEMENT

WYW127204

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1999
Adelle A Kwalski
BUREAU OF LAND MANAGEMENT

WYW12720

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

2. WILDLIFE STIPULATION

c. No surface occupancy will be allowed on that portion of the lease within the following defined area for the purpose of protecting wildlife habitat (e.g., sage/sharp-tailed grouse strutting grounds): sec. 4, lots 2 and 4, SESW. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy(c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
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of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW125950

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name High Plains Energy Company
   Street 1600 Broadway #1565
   City, State, Zip Code Denver, CO 80202

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

272821

RECORDED April 90 1599 M
IN BOOK 111 Oil6 PAGE 90
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

1:55p

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0290N R. 108OW 06th Meridian WY State Sublette County
sec. 028 ALL;

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

Total acres in lease 640.000
Rental retained $ 960.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Clarence R Speltz
(Signing Officer)

Supervisory Land Law Examiner DEC 13 1991
(Title) (Date)

EFFECTIVE DATE OF LEASE JAN 01 1992

ORIGINAL

(Cont'd

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

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

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

Duly executed this _____ day of _____, 19 ____.

_____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1995
Mildred Kowalski
BUREAU OF LAND MANAGEMENT

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
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of the official records on file

APR 19 1990

BUREAU OF LAND MANAGEMENT

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

WYW125950

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1989

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW125950

2. WILDLIFE STIPULATION

c. No surface occupancy will be allowed on that portion of the lease within the following defined area for the purpose of protecting wildlife habitat, sage grouse strutting ground, sec. 28, W2W2, SENW, NESW. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

WYW125950

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

Form 31
(August 1 ..

ITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW125944

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name High Plains Energy Company
   Street 1600 Broadway #1565
   City, State, Zip Code Denver, CO 80202

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

272822

RECORDED April 20 1992 1:55p
IN BOOK 110 PAGE 97
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lester

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0280N R. 108OW 06th Meridian WY State Sublette County
sec. 008 ALL;
0290N 108OW 06th WY
sec. 032 ALL;
033 ALL;

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

Total acres in lease 1920.000
Rental retained $ 2880.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Supervisory Land Law Examiner (Title) DEC 18 1991 (Date)

EFFECTIVE DATE OF LEASE JAN 1 1992

ORIGINAL

(Continued on reverse)

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

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

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

Duly executed this _____ day of _____, 19 _____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

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

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

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

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1993

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW125944

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

BUREAU OF LAND MANAGEMENT

WYW125944

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
Adele A. Kowalski
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW125944

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
BUREAU OF LAND MANAGEMENT

WYW125944

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999
Adella A. Kowalski
BUREAU OF LAND MANAGEMENT

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW125945

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: High Plains Energy Company
   Street: 1600 Broadway #1565
   City, State, Zip Code: Denver, CO 80202

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

272823

RECORDED April 20 1992 AM 1:55P
IN BOOK 111 OYG PAGE 103
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 108OW 06th Meridian WY State Sublette County

sec. 015 ALL;
020 ALL;
021 ALL;
022 S2;

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1992
BUREAU OF LAND MANAGEMENT

Total acres in lease 2240.000
Rental retained $ 3360.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Clarence E. Spelts
(Signing Officer)

Supervisory Land Law Examiner (Title) DEC 18 1991 (Date)

EFFECTIVE DATE OF LEASE JAN 1 1992

(Continued on reverse)

ORIGINAL

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

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

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

Duly executed this _____ day of _____, 19 ____. _____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

CERTIFIED
to be a true and comperative copy
of the official records on file

APR 19 1993
Adella L. Kowalski
BUREAU OF LAND MANAGEMENT

WYW125945

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1999

Adelle L. Kwalski
BUREAU OF LAND MANAGEMENT

WYW125945

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1998
BUREAU OF LAND MANAGEMENT

3. SPECIAL RESOURCE PROTECTION STIPULATION

c. In order to protect domestic sheep lambing, the District Manager reserves the right to prohibit surface disturbance in sec. 15, 21, 22, from May 1 to June 15. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 19 1995
Adelle L. Kawalski
BUREAU OF LAND MANAGEMENT

Form 3160-11b
(October 1992)

108

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW133762

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Trujillo Ann M
   Street Box 1252
   City, State, Zip Code Cheyenne, WY 820031252

[redacted]

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. [redacted] R. Meridian State County

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

Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 109OW 06th Meridian

sec. 001 LOTS 1-4;
001 S2N2 S2;
002 LOTS 1-4;
002 S2N2 S2;
011 NENE S2NE SE;
024 NW;

272857

WY Sublette County

RECORDED April 23, 1992 10:45 AM

IN BOOK 111 OTG PAGE 108

FEES $ 24.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scoton

Total acres in lease 1721.760

Rental retained $ 2583.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Rugwell
(Signing Officer)

for Supervisory Land Law Examiner
(Title)

SEP 12 1994
(Date)

EFFECTIVE DATE OF LEASE OCT 01 1994

FOR LESSEE

(Continued on reverse)

[redacted] [redacted] [redacted]

State or Territory the [redacted] parties holding an interest in the offer are in compliance with [redacted] and the leasing authorities; (3) offeror's chargeable interest [redacted] direct, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this _____ day of _____, 19 ____. _____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

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

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

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

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

HJ RESOURCES, INC.
1999 BROADWAY

WYW133762

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

LEASE NOTICE NO. 1 WYW133762

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

THIS NOTICE APPLIES TO ALL PARCELS

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WYW133762

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: April 30, 1994

State	Date of sale
WY	8-2-94

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☑ Oil and Gas Parcel Number 398	6.00 p/a	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Ann M. Trujillo
Print or Type Name of Lessee

Ann M. Trujillo
Signature of Lessee or Bidder

P.O. Box 1252
Address of Lessee

Cheyenne WY 82003-1252
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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

(Continued on reverse)

OPTIONAL USE COPY

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be 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; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

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 bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or 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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours 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 (1004-0074), Washington, D.C. 20503.

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

United States
Department of the Interior
Bureau of Land Management
2515 Warren Ave., Cheyenne, WY 82001

Competitive Oil and Gas
Lease Bid Receipt

Parcel: 398

State: WY Date of Sale: 08/02/94

Table: 5 Bidder: 101

Lease Serial Number: WYW 133762

Legal Description: 1721.760 Acres

T.027GN R.109GW, 06th PM, WY — Sublette Co
sec.001 LOTS 1-4;
001 S2N2,S2;
002 LOTS 1-4;
002 S2N2 S2;
011 NENE,S2NE,SE;
024 NW;

Total Acres (rounded)	1722.00
X	
Bid per Acre	6.00
=	
Total Bonus	10332.00
Minimum Bonus @ $2	3444.00
+	
Advance Rent @ $1.50	2583.00
+	
Administrative Fee	75.00
=	
Minimum Due	6102.00
+	8/16/94 CK# 6573
Additional Bonus	6888.00
=	
Total Due	12990.00

Received 6102.00 JB

Ann M. Trujillo
Lessee Name (as it will appear on lease)

P.O. Box 1252
Address

Cody WY 82003-1252
City, State, and ZIP

Ann M. Trujillo
Name of Bidder

Within 10 working days, send any additional payment, and a copy of this form, to:
Bureau of Land Management
Box 1828, 2515 Warren Ave.
Cheyenne, WY 82001

WY 3120-10 8/88

6

115

UNITED STATE
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: April 30, 1994

State	Date of sale
WY	8-2-94

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☑ Oil and Gas Parcel Number 398	6.00 plus	
☐ Geothermal Parcel Number Name of Known Geothermal Resource Area (KGRA)		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Ann M. Trujillo
Print or Type Name of Lessee

Ann M. Trujillo
Signature of Lessee or Bidder

P.O. Box 1252
Address of Lessee

Cheyenne WY 82003-1252
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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

(Continued on reverse)

BIDDER COPY

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be 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; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

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 bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or 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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit.

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HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

118

Form 3000-3
(October 1990)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JUL 10 PM 2:38

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-133762

Lease Effective Date
(Anniversary Date)
10-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

H.P. McLish
633 17th Street S-1910
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (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
T. 27 N., R. 109 W., 6th P.M. Section 1: Lots 1-4, S½N½, S½ 2: Lots 1-4, S½N½, S½, 11: NE¼NE¼, S½NE¼, SE¼, 24: NW¼, 1721.76 Acres Sublette County, WY	100%	100%	None	None	None

272858

RECORDED April 23, 1899 10:45 AM
IN BOOK III O+G PAGE 118
FEES $8.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective AUG 01 1995

By /s/ PHYLLIS A. STONE
LAND LAW EXAMINER

☐ Assignment approved for attached land description

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

FOR ASSIGNEE JUL 14 1995

Part A (Continued): Additional Serial No.'s for Names and Addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

[redacted] [redacted] [redacted]

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Ann M. Trujillo

this 26th day of June, 1995.

WITNESS my hand and official seal.

Katherine E. Godbout
Notary Public

My Commission Expires:

1-24-99

KATHERINE E. GODBOUT-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 24, 1999

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable 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 26th day of June, 19 95

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
(Signature)
or
Attorney-in-fact
(Signature)

P.O. Box 1252
(Assignor's Address)
Cheyenne, WY 82003-1252
(City) (State) (Zip Code)

Executed this 28th day of June, 1995

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

19

108A

1098

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS 00012 | WYW118154

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Home Petroleum Corporation
   Street: 1225 17th Street, Suite 3100
   City, State, Zip Code: Denver, CO 80202

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: WY-8910-705 *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 29N R. 108W Meridian 6th PM State Wyoming County Sublette

Sec. 9: All
Sec. 17: All

272885

RECORDED April 26 1999 2:40 PM
IN BOOK 111 Misc PAGE 108
FEES $16.00 M. L. Lilly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999
Adelle A. Kowalski
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1999 OCT -4 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Doris M. Miller
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title) NOV 03 1999 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1999

ORIGINAL

(Continued on reverse)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

Duly executed this 3rd day of October, 19 89.

K. V. Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, Attorney-in-Fact

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. Government Printing Office: 1988—573-017/80009

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999

BUREAU OF LAND MANAGEMENT

WYW118154 1280.000 Acres
T.029ON, R.108OW, 06th PM, WY
sec. 009 ALL;
017 ALL;
Sublette County

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999
BUREAU OF LAND MANAGEMENT

WYW118154

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

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of the official records on file

APR 23 1999

BUREAU OF LAND MANAGEMENT

WYW118154

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

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of the official records on file
APR 23 1999
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other mineral lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee, or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor, or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 2 3 1998

Adella A Kowalski
BUREAU OF LAND MANAGEMENT

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW125943

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: High Plains Energy Company
   Street: 1600 Broadway #1565
   City, State, Zip Code: Denver, CO 80202

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

272886

RECORDED April 26 1999 2:40 PM
IN BOOK 111 O+G PAGE 114
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 108OW 06th Meridian WY State Sublette County

sec. 005 LOTS 1-4;
005 S2S2;
006 LOTS 1-5;
006 SESW, S2SE;
007 LOTS 1-4;
007 E2, E2W2;
018 LOTS 1-4;
018 E2, E2W2;

CERTIFIED
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of the official records on file

APR 23 1999
Adella A Kowalski
BUREAU OF LAND MANAGEMENT

Total acres in lease 1839.370
Rental retained $ 2760.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Supervisory Land Law Examiner (Title) DEC 18 1991 (Date)

EFFECTIVE DATE OF LEASE JAN 1 1992

(Continued on reverse)

ORIGINAL

4. (a) Undersig[redacted]hat (1) offeror is a citizen of the United States; an associat[redacted]itizens; a municipality; or a corporation organized under t[redacted] United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

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Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 2 6 1999
Adelle I Kwalski
BUREAU OF LAND MANAGEMENT

116A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28. 1991

State	Date of sale
WY	12/3/91

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 388		CERTIFIED to be a true and comparative copy of the official records on file APR 2 5 1999 BUREAU OF LAND MANAGEMENT
☐ Geothermal Parcel Number Name of Known Geothermal Resource Area (KGRA)		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

High Plains Energy Company
Print or Type Name of Lessee

Jon Rodeside
Signature of Lessee or Bidder

1600 Broadway, Suite 1565
Address of Lessee

Denver	CO	80202
City	State	Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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

(Continued on reverse)

OFFICIAL COPY

[redacted] [redacted] [redacted]

WYW125943

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999

BUREAU OF LAND MANAGEMENT

WYW125943

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW125943

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1999
BUREAU OF LAND MANAGEMENT

WYW125943

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 23 1998
BUREAU OF LAND MANAGEMENT

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* **MCNIC Oil & Gas Properties, Inc.**
   Street **150 West Jefferson Ave., Suite 1900**
   City, State, ZIP Code **Detroit, Michigan 48226**

*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					
McMurry Oil Company	49.5000%	16.5000%	33.0000%	0.0000%	7.5%*
Fort Collins Consolidated Royalties, Inc. 272910	36.1250%	12.0410%	24.0840%		
Nerd Enterprises, Inc.	12.3750%	4.1250%	8.2500%		
Edward M. Warner	2.0000%	0.6670%	1.3330%		

*Inclusive of all pre-existing lease burdens

RECORDED April 28 1999 10:30 M
IN BOOK 111 Otb PAGE 121
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

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 12th* day of April, 1999
Name of Assignor as shown on current lease: McMurry Oil Company Please type or print	MCNIC Oil & Gas Properties, Inc.
Assignor or Attorney-in-fact: John W. Martin, President (Signature)	Assignee or Attorney-in-fact: Kim Sanders (Signature)
370 17th Street Suite 3020 (Assignor's Address)	
Denver, Colorado 80202 (City) (State) (Zip Code)	*BUT EFFECTIVE APRIL 1, 1996

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.

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 4th day of March, 19 99 Executed this _____* day of _____, 19 ____

Name of Assignor as shown on current lease Fort Collins Consolidated Royalties, Inc.

Please type or print

Assignor or Attorney-in-fact _____ (Signature)

P.O. Box 1363 (Assignor's Address)

Cheyenne, Wyoming 82003 (City) (State) (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)

***BUT EFFECTIVE April 1, 1996**

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

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 (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th * day of February, 19 99 Executed this _____ * day of _____, 19 _____

Name of Assignor as shown on current lease Nerd Enterprises, Inc.
Please type or print

Assignor Mick McMurry
or

Attorney-in-fact _____
(Signature)

P.O. Box 949
(Assignor's Address)

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

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

*BUT EFFECTIVE APRIL 1, 1996

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

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 (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 * day of _____, 19 ____

Name of Assignor as shown on current lease Edward M. Warner
Please type or print

Assignor Edward M. Warner
or

Attorney-in-fact _____
(Signature)

1401 17th Street, Suite 1200
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Assignee _____
or (Signature)

Attorney-in-fact _____
(Signature)

***BUT EFFECTIVE APRIL 1, 1996**

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.

Melanie D. Sawyer
Notary Public

STATE OF COLORADO NOTARY PUBLIC SEAL

My commission expires: ~~2/23/2002~~ 11-13-2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 4th day of March, 1999, by William R. Wade, Executive Vice Pres of Fort Collins Consolidated Properties, Inc. a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Diane 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 18th day of February, 1999, by Mick McMurry, President of Ward Enterprises, Inc. a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas R. Stevens
Notary Public

SEAL

My commission expires: 6 April 1999

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

JANET K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

My commission expires: November 30, 2001

STATE OF Michigan)
) ss
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 12th day of April, 1999, by Kim Sanders, Attorney-in-Fact, of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation.

Witness my hand and official seal.

Tonya L. Jackson
Notary Public

TONYA L. JACKSON NOTARY PUBLIC WAYNE COUNTY, MICH MY COMMISSION EXPIRES AUG 28 2000

TONYA L. JACKSON
Notary Public, Wayne County, Michigan
My Commission Expires August 28, 2000

My commission expires: August 28, 2000

128

FORM 3000-3a
October 1990

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-125952

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **MCNIC Oil and Gas Properties Inc.**
   Street **1360 Post Oak Boulevard Suite 1500**
   City, State, ZIP Code **Houston, Texas 77056** 33.33%

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M.					
Section 24: SW/4NE/4 from surface to base of Mesaverde formation	100.0000%		33.0000%	0.0000%	7.5000%
MCNIC Oil & Gas Properties Inc.		33.3300%			
Fort Collins Consolidated Royalties Inc.		24.0840%			
Nerd Easterprises, Inc.		8.2500%			
Edward M. Warner		1.3330%			
Section 24: N/2NE/4, SE/4NE/4 from surface to base of Mesaverde formation	50.0000%		16.5000%	0.0000%	7.5000%
MCNIC Oil & Gas Properties Inc.		16.6667%			
Fort Collins Consolidated Royalties Inc.		12.0420%			
Nerd Easterprises, Inc.		4.1250%			
Edward M. Warner		0.6665%			

All in Sublette County, Wyoming

McMurry Oil Company hereby assigns its proportionate share of its before payout rights, title and interest in the well and equipment for the Corona Unit #7-24 well to MCNIC Oil & Gas Properties Inc. et al

This assignment is subject to the Corona Unit and to the Unit Agreement, Unit Operating Agreement and Agent Operator Agreement for said unit.

272911

RECORDED April 28 1999 10:30a M
IN BOOK 111 O+G PAGE 128
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

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)

Fort Collins Consolidated Royalties, Inc.
P.O. Box 1363
Cheyenne, Wyoming 82003 — 24.08%

Nerd Enterprises, Inc.
P.O. Box 949
Casper, Wyoming 82602 — 8.25%

Edward M. Warner
1401 17th Street Suite 1200
Denver, Colorado 80202 — 1.33%

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 _____ day of _____, 19____ Executed this 12th day of April, 19 99

Name of Transferor: McMurry Oil Company
Please type or print

Transferor: John W. Martin, President
or
Attorney-in-fact: _____
(Signature)

370 17th Street Suite 3020
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Transferee: MCNIC Oil & Gas Properties, Inc.
or
Attorney-in-fact: Kim Sanders (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.

Fort Collins Consolidated Royalties Inc.

By _____

Dated 2/12/99

Nerd Enterprises, Inc.

By _____

Dated 3-15-99

Edward M Warner

By _____

Dated 2/19/99

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of January, 1999 by John W. 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: Nov. 13, 2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 12th day of Feb, 1999 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

Notary Public

My commission expires: 11-1-2002

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of MARCH, 199_, by EDWARD M WARNER, AS INDIVIDUAL, of ~~corporation, on behalf of the corporation~~.

Witness my hand and official seal.

J.A. K. HAMAMOTO NOTARY PUBLIC STATE OF COLORADO

SEAL

Notary Public

My commission expires: November 30, 2001

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15th day of March, 1999
by Mick McMurray, 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

My commission expires: 6 April 1999

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 12th day of April, 1999
by Kim Sanders, Attorney-in-Fact of MCNIC Oil & Gas Properties, Inc.
a Michigan corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public Tonya L. Jackson

TONYA L. JACKSON
Notary Public, Wayne County, Michigan
My Commission Expires August 28, 2000

TONYA L. JACKSON
NOTARY PUBLIC
AUG 28 2000

My commission expires: August 28, 2000

[redacted] [redacted] [redacted]

Oil & Gas Lien

NATCO, a division of National Tank Company (the "Claimant"), 2950 N. Loop West, Suite 750, Houston, TX 77092, has a claim against Ultra Petroleum (the "Debtor"), P.O. Box 1580, Pinedale, WY 82941 for the sum of $21,640.95 due the Claimant as of April 15, 1999 for services rendered and material, machinery and supplies used in digging, drilling, torpedoing, completing operating or repairing of an oil and gas well known as the Stud Horse Butte 3-24 (the "Well"), as is more fully set out in the statement of account attached hereto as Exhibit A and made a part hereof. Said services were rendered and material, machinery, and supplies used and the Well is located upon the following described lands (the "Property"):

NE NW Section 24, Township 29N, Range 108W, Sublette County, Wyoming

Ultra Petroleum and Halliburton is the owner and/or operator of the oil and gas leasehold estate in the property. Other owners of an oil and gas leasehold estate in the property are:

Unknown

The services performed and material, machinery and supplies furnished which provide the basis for this lien were performed and furnished by the Claimant pursuant to Verbal agreement and were first performed and furnished on December 2, 1998. Said services, material, machinery and supplies for which the amount stated herein is owing were last performed and furnished on March 12, 1999.

The claimant has and claims a lien upon the whole of the oil and gas leasehold estate in the Property, the buildings and appurtenances, the proceeds from the sale of oil or gas produced therefrom inuring to the working interest thereof (exempting, however, any valid, bona fide reservations of oil and gas payments or overriding royalty interests executed in good faith and payable out of such working interest), material and equipment so furnished any oil well supplies, tools and other articles used in digging, drilling. torpedoing, operating, completing or repairing any oil gas well or wells, the oil or gas well or wells fro which they were furnished and the other oil and gas well fixtures and appliances used in operating the oil and gas purposes upon the Property for which said materials and equipment were furnished or labor or services performed, the amount of the claim described above.

NATCO, a division of
National Tank Company

BY Jaime Ledergerber
Jaime Ledergerber, Manager of Treasury Services

State of Texas)

County of Harris) ss

Subscribed and sworn to before me by Jaime Ledergerber this 21st day of April, 1999.

My commission expires: May 24 1999 Paulette W. Snowden
Notary Public

272912

RECORDED April 28 1999 10:45 AM
IN BOOK III O+G PAGE 133
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

PAULETTE W. SNOWDEN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 24, 1999

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED _____

BRANCH (DIRECT INQUIRIES TO)	INVOICE NO. 290188	
ROCK SPR (307)382-4047		
QUOTE NO. ---	FEDERAL ID NO. 13-2571945	INVOICE DATE 01/07/99
ORDERED BY ROBERT LOVELAND	CUSTOMER ORDER NO.	

Exhibit A Page 1 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STUD HORSE 3-24
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003700	877220	NATCO		NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
002 7090 UOM=EA CMP=C FREIGHT	OF	1.0	491.00	491.00
003 99540018 UOM=EA CMP=C PRODUCTION UNIT 750M HORZ. 3-PHASE SEP. 20" X 7'-0" 1422#WP 6K/6K COIL 6/8 INVALCO CHOKE	5Y	1.0	13885.00	13,885.00
004 60300138 UOM=EA CMP=C FISHER CONTROLLER 4100ZR-62 1500 STEEL BOURDON TUBE	AB	1.0	1255.20	1,255.20
005 7071 UOM=EA CMP=C KIMRAY SMT 2600 1"	LM	1.0	453.28	453.28
006 7071 UOM=EA CMP=C ASSY 5CSUA RLC LO8 LLC	LM	2.0	409.00	818.00
007 7071 UOM=EA CMP=C 1" 180 SMS P/O 3/8 KIMRAY DUMP VLV	LM	2.0	215.00	430.00
008 7071 UOM=EA CMP=C 1/4 " BRASS BALL VLV	LM	1.0	5.89	5.89
009 7071 UOM=EA CMP=C 3/8 TEE SS UNION	LM	1.0	22.41	22.41
010 7071 UOM=EA CMP=C 3/8 SS UNION	LM	2.0	12.24	24.48

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL

CONTINUED

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

INVOICE NO. **290188**

QUOTE NO.

FEDERAL ID NO. 13-2571945

INVOICE DATE 01/07/99

ORDERED BY
ROBERT LOVELAND

CUSTOMER ORDER NO.

Exhibit A

Page 2 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STUD HORSE 3-24
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003700	877220	NATCO		NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
011 7071 UOM=EA CMP=C 1/4 STD STREET 90	LM	1.0	1.05	1.05
012 7060 UOM=EA CMP=C HRS SSERVICE TECHS TO CHANGE OUT VLVS AND INSTALL SS FITTINGS, CHANGE FLOW	SH	17.0	35.00	595.00
013 7080 UOM=EA CMP=C VEHICLE AND TOOLS	OF	7.0	15.00	105.00
				18,086.31
49 4.00% WY STATE TAX		ON	18,086.31	723.45
				18,809.76
				.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL 18,809.76

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

INVOICE NO. **287082**

QUOTE NO.

FEDERAL ID NO. 13-2571945

INVOICE DATE 12/02/98

ORDERED BY
ROBERT LOVELAND

CUSTOMER ORDER NO.

Exhibit A

Page 3 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STUD HORSE 3-24
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003808	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
001 7060 UOM=EA CMP=C HRS SERVICE TECH TO CHANGE OUT INVALCO DUMP VLV AND HI LO VLV WITH KIMRAYS RAN NEW 3/8 SS TUBING , INSTALLED CEMCO SNAPPER LLC	SH	12.0	35.00	420.00
002 7060 UOM=EA CMP=C HOURS HOURLY TECH TO ASSIST ABOVE JOB	SH	10.0	35.00	350.00
003 7080 UOM=EA CMP=C TRUCK AND TOOLS	NV	12.0	15.00	180.00
004 7071 UOM=EA CMP=C CEMCO SNAPPER LLC	LM	2.0	215.00	430.00
005 7071 UOM=EA CMP=C 2" HPMC 2600 SMT VLV	LM	1.0	445.00	445.00
006 7071 UOM=EA CMP=C BILK 6-4 DLN 90 EL	LM	10.0	12.85	128.50
007 7071 UOM=EA CMP=C FT 3/8 SSTUBING	LM	20.0	0.94	18.80
				1,972.30
49 4.00% WY STATE TAX		ON	1,972.30	78.89
				2,051.19
				.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL 2,051.19

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

INVOICE NO. **295772**

QUOTE NO.

FEDERAL ID NO. 13-2571945

INVOICE DATE 03/15/99

ORDERED BY
ROBERT LOVELAND

CUSTOMER ORDER NO.

Exhibit A

Page 4 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STUD HORSE 3-24
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003985	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
001 7071 UOM=EA CMP=C NATCO 5 TON CLEANING RIG AND CREW TO FLUSH UNIT	LM	1.0	750.00	750.00
				750.00
49 4.00% WY STATE TAX		ON	750.00	30.00
				780.00
				.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL 780.00

ORIGINAL

Rlsd. BK 111 046 pg. 654 7/2/99

Oil & Gas Lien

NATCO, a division of National Tank Company (the "Claimant"), 2950 N. Loop West, Suite 750, Houston, TX 77092, has a claim against Ultra Petroleum (the "Debtor"), P.O. Box 1580, Pinedale, WY 82941 for the sum of $6,545.79 due the Claimant as of March 26, 1999 for services rendered and material, machinery and supplies used in digging, drilling, torpedoing, completing operating or repairing of an oil and gas well known as the Stewart Point 3-28 (the "Well"), as is more fully set out in the statement of account attached hereto as Exhibit A and made a part hereof. Said services were rendered and material, machinery, and supplies used and the Well is located upon the following described lands (the "Property"):

Section 28, Township 33N, Range 109W, Sublette County, Wyoming

Ultra Petroleum and Halliburton is the owner and/or operator of the oil and gas leasehold estate in the property. Other owners of an oil and gas leasehold estate in the property are:

Unknown

The services performed and material, machinery and supplies furnished which provide the basis for this lien were performed and furnished by the Claimant pursuant to Verbal agreement and were first performed and furnished on November 25, 1998. Said services, material, machinery and supplies for which the amount stated herein is owing were last performed and furnished on February 26, 1999.

The claimant has and claims a lien upon the whole of the oil and gas leasehold estate in the Property, the buildings and appurtenances, the proceeds from the sale of oil or gas produced therefrom inuring to the working interest thereof (exempting, however, any valid, bona fide reservations of oil and gas payments or overriding royalty interests executed in good faith and payable out of such working interest), material and equipment so furnished any oil well supplies, tools and other articles used in digging, drilling. torpedoing, operating, completing or repairing any oil gas well or wells, the oil or gas well or wells fro which they were furnished and the other oil and gas well fixtures and appliances used in operating the oil and gas purposes upon the Property for which said materials and equipment were furnished or labor or services performed, the amount of the claim described above.

NATCO, a division of
National Tank Company

BY Jaime Ledergerber
Jaime Ledergerber, Manager of Treasury Services

State of Texas)

County of Harris) ss

Subscribed and sworn to before me by Jaime Ledergerber this 21st day of April, 1999.

My commission expires: May 24, 1999 Paulette W. Snowden
Notary Public

RECORDED April 28, 1999 10:45A NO. 0272913
IN BOOK 111 046 PAGE 138
FEES $14.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

PAULETTE W. SNOWDEN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 24, 1999

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

QUOTE NO.

ORDERED BY
ROBERT LOVELAND

INVOICE NO. **288174**

FEDERAL ID NO. 13-2571945

INVOICE DATE 12/15/98

CUSTOMER ORDER NO.

Exhibit A

Page 1 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STEWART POINT 3-28
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003812	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
001 7060 UOM=EA CMP=C HRS SERVICE TECHS TO FILL DEHY WITH GLYC OL CHANGE TRIM SETS IN CHOKE- HI LO- DUM P VLVS CLEANED SAND OUT OF SAND TRAP AND SEPERATOR	SH	47.0	35.00	1,645.00
002 7080 UOM=EA CMP=C TRUCK AND TOOLS	NV	23.0	15.00	345.00
003 7080 UOM=EA CMP=C NATCO 5 TON CLEANING UNIT AT LOCATION	NV	10.0	70.00	700.00
004 45005507 UOM=EA CMP=C RING,SEAL, 2"LN CHOKE	IS	2.0	86.45	172.90
005 45014743 UOM=EA CMP=C SEAT 1" CARBIDE F/WKLNSSA-	AB	2.0	268.34	536.68
006 45014740 UOM=EA CMP=C PLUG/STEM CARBIDE F/WKLNSSA-265	IS	2.0	264.63	529.26
007 26002035 UOM=GL CMP=C CHEMICAL TRIETHYLENE GLYCOL WARNING: HARMFUL OR FATAL IF SWALLOWED MAY CAUSE EYE AND SKIN IRRITATION DO NOT USE WELDING OR CUTTING TORCH ON* 1-520 LB DRUM	CM	1.0	516.60	516.60
008 7071 UOM=EA CMP=C BARREL PUMP W HOSE AND FITTING	LM	1.0	236.08	236.08

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL

CONTINUED

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

INVOICE NO. **288174**

QUOTE NO.

FEDERAL ID NO.
13-2571945

INVOICE DATE
12/15/98

ORDERED BY
ROBERT LOVELAND

CUSTOMER ORDER NO.

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

Exhibit A

SHIP TO
ULTRA PETROLEUM
LEASE:STEWART POINT 3-28
PINEDALE WY

Page 2 of 4

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003812	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
009 7071 UOM=EA CMP=C R46 RING GASKET	LM	1.0	30.52	30.52
010 7071 UOM=EA CMP=C 1440 1" WHEATLEY CHECK	LM	1.0	183.12	183.12
011 7071 UOM=EA CMP=C KIMRAY SEAT STEM AND ORING	LM	4.0	67.00	268.00
012 7071 UOM=EA CMP=C 1" HPMV KIT	LM	2.0	7.27	14.54
013 7071 UOM=EA CMP=C 2"HPMV KIT	LM	1.0	9.33	9.33
014 7071 UOM=EA CMP=C 1485 STEM SEAT AND O RING NON FREEZE	LM	2.0	220.35	440.70
015 7071 UOM=EA CMP=C CAGE	LM	2.0	9.50	19.00
016 7071 UOM=EA CMP=C CAGE	LM	1.0	10.10	10.10
017 7071 UOM=EA CMP=C 1462 SEAT	LM	2.0	84.00	168.00
018 7071 UOM=EA CMP=C 1652 STEM	LM	2.0	33.00	66.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL

CONTINUED

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

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NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO)
ROCK SPR (307)382-4047

INVOICE NO. **288174**

QUOTE NO.

FEDERAL ID NO. 13-2571945

INVOICE DATE 12/15/98

ORDERED BY
ROBERT LOVELAND

CUSTOMER ORDER NO.

Exhibit A

Page 3 of 4

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

SHIP TO
ULTRA PETROLEUM
LEASE:STEWART POINT 3-28
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003812	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
019 7071 155 O RING UOM=EA CMP=C	LM	2.0	0.35	.70
				5,891.53
49 4.00% WY STATE TAX		ON	5,891.53	235.66
				6,127.19
				.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL 6,127.19

ORIGINAL

NATCO

NATCO , a division of
National Tank Company
2950 N. Loop West, Suite 750
Houston, Texas 77092

PLEASE DIRECT ALL INQUIRIES REGARDING THIS INVOICE TO THE BRANCH BELOW

INVOICE

FOR EXPORT USE ONLY

WE CERTIFY THIS INVOICE TRUE AND CORRECT. THE MATERIALS CHARGED HEREIN ARE A PRODUCT OF AND MANUFACTURED IN THE U.S.A. AND ARE AVAILABLE FOR DELIVERY AT YOUR DISPOSAL.

NATCO

SIGNED_____

BRANCH (DIRECT INQUIRIES TO) ROCK SPR (307)382-4047	INVOICE NO. 294736	
QUOTE NO. ---	FEDERAL ID NO. 13-2571945	INVOICE DATE 02/26/99
ORDERED BY ROBERT LOVELAND	CUSTOMER ORDER NO.	

Exhibit A

SOLD TO
ULTRA PETROLEUM
ATTN:ROBERT LOVELAND
P.O. BOX 1580
PINEDALE WY 82941

Page 1 of 4

SHIP TO
ULTRA PETROLEUM
LEASE:STEWARTS POINT 3-28
PINEDALE WY

OUR JOB	CUSTOMER NO.	SHIPPED VIA	SHIPPED FROM	TERMS
69003967	877220			NET 30 DAYS FROM DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO MAXIMUM LAWFUL RATE

DESCRIPTION	P/L	QUANTITY	UNIT PRICE	AMOUNT
001 7090 UOM=EA CMP=C NATCO 5 TON AND TECH TO DELIVER AND UNLO AD TEG AT JONAH FIELD F/ROCK SPRINGS	OF	3.0	70.00	210.00
002 26002035 UOM=GL CMP=C CHEMICAL TRIETHYLENE GLYCOL WARNING: HARMFUL OR FATAL IF SWALLOWED MAY CAUSE EYE AND SKIN IRRITATION DO NOT USE WELDING OR CUTTING TORCH ON*	CM	35.0	5.50	192.50
				402.50
49 4.00% WY STATE TAX		ON	402.50	16.10
				418.60
				.00

WIRE TRANSFERS
ROUTING NO : 113000609
BANK : CHASE BANK OF TEXAS NA
ACCOUNT NAME : NATIONAL TANK COMPANY - Lockbox
ACCOUNT NUMBER : 00100557926

(FOR PAYMENT OF INVOICES ONLY)
PLEASE REMIT TO LOCK BOX:
NATCO, a division of
NATIONAL TANK COMPANY
POST OFFICE BOX 200203
HOUSTON, TEXAS 77216-0203

INVOICE TOTAL 418.60

ORIGINAL

AGREEMENT AND CONTRIBUTION OF PROPERTIES

This AGREEMENT AND CONTRIBUTION OF PROPERTIES (the "Agreement") is dated as of the Effective Date (defined herein) and is by and among MCNIC Oil & Gas Properties, Inc. (formerly named CoEnergy Rockies, Inc. and successor by merger to CoEnergy Central Exploration, Inc., MGS Development Company, Southwest Gas Supply, Inc., and PetroVentures Exploration, Inc.), a Michigan corporation, whose address is 1360 Post Oak Boulevard, Suite 1500, Houston, Texas 77056 ("MOG Properties"), MCNIC Oil & Gas Company (formerly named Supply Development Group, Inc.), a Michigan corporation, whose address is 1360 Post Oak Boulevard, Suite 1500, Houston, Texas 77056 ("MOG Company"), and Rockies Acquisition Properties, Inc., a Delaware corporation, whose address is 150 W. Jefferson Avenue, Suite 1800, Detroit, Michigan 48226 ("Rockies"). MOG Properties, MOG Company and Rockies shall hereinafter collectively be referred to as "Parties" and individually as a "Party".

WHEREAS, MOG Properties, pursuant to a Written Consent Action of its Board of Directors dated December 1, 1998 (the "MOG Properties Consent"), determined to make a dividend and distribution of the rights, titles and interest to the Assets (as defined herein) to MOG Company, effective as of the Effective Date;

WHEREAS, MOG Company formed Rockies as wholly owned subsidiary, to hold the Assets;

WHEREAS, MOG Company, pursuant to a Written Consent Action of the Board of Directors dated December 1, 1998 (the "MOG Company Consent"), determined to contribute the Assets to Rockies in the form of a capital contribution, effective as of the Effective Date; and

WHEREAS, the Parties desire to evidence the distribution and subsequent capital contribution described above.

NOW, THEREFORE, in furtherance of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

MCNIC Oil & Gas Properties, Inc. hereby distributes, conveys, assigns, transfers and sets over unto MCNIC Oil & Gas Company, as a dividend, the Assets.

MCNIC Oil & Gas Company hereby contributes, conveys, assigns, transfers and sets over unto Rockies Acquisition Properties, Inc., as a capital contribution, the Assets distributed pursuant to paragraph 1.

The following terms shall be defined as follows:

"Assets" means all of the rights, titles and interests of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1) in and to, the Properties, the

272915

RECORDED April 28 1999 M 11:35A
IN BOOK III O&G PAGE 143
FEES $ 153.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Jonah/Sublette County, WY

Production, the Contracts, the Equipment and the Property Records provided, however, the term "Assets" shall not include those items set forth on Schedule 1 attached hereto and made a part hereof.

"Contracts" means all of the rights, title and interest of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1) in and to the contracts that govern or relate to the ownership or operation of the Leases (including the wells, facilities and equipment associated therewith and the production therefrom) and the Lease Rights, including acreage contribution agreements, assignments, bidding agreements, bottom-hole agreements, contribution agreements, drilling contracts, dry-hole agreements, exploration agreements, development agreements, farm-in and farmout agreements, gas balancing agreements, joint venture agreements, production sales, marketing and/or brokerage contracts, gas processing agreements, operating agreements, participation agreements, service contracts, storage contracts, gathering agreements, transportation agreements, treating contracts, water rights agreements and the unitization, unit operating, communitization and pooling declarations, agreements and orders that create or govern units.

"Equipment" means all equipment, fixtures, facilities, material, inventory and other personal property located on the Properties, or used or held for use in connection with the Properties.

"Leases" means all of the rights, titles and interests and interests of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1) in and to (i) the oil, gas and/or mineral deeds, leases and/or subleases, royalties, overriding royalties, leasehold interests, mineral servitudes, production payments and net profits interests, fee mineral interests, surface estates, fee estates, fee royalty interests and all other rights, privileges and interests in such oil, gas and other minerals (and the production thereof), which are described in Exhibit A hereto or otherwise cover lands located in the Principal Fields, and (ii) the existing wells and wellbores located on lands covered by the Leases (or land pooled or unitized therewith).

"Lease Rights" means all of the rights, titles and interests and interests of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1) in and to the contractual rights to interests in the Leases and in all units in which such Leases are pooled, communitized or unitized, and in any other oil, gas and/or mineral leases or assets arising pursuant to the terms of the agreements and contracts listed on Exhibit A-1 hereto, and any other rights and agreements or contracts affecting or relating to the Leases, or to production from the Leases, whether or not listed on Exhibit A-1, including any tenements, appurtenances, surface leases, easements, permits, licenses, servitudes, franchises or rights of way.

"Principal Fields" means the Antelope Creek Field in Duchesne County, Utah; the Eland Field located in Stark County, North Dakota, the Ferron Field in Carbon and Emery Counties, Utah, the Fuller Reservoir in Fremont County, Wyoming, the Hiline Field located in Stark County, North Dakota, and the Jonah Field.

"Production" means all of the rights, titles and interest of MOG Properties in and to oil, natural gas, condensate, natural gas liquids, and other hydrocarbons or products produced from or attributable to the Leases or the Lease Rights from and after the Effective Date.

"Properties" means, collectively, the Leases and the Lease Rights.

"Property Records" means, collectively, (i) the original lease files, division order files, contract files, title opinions, suspense records, production records, any inventories of equipment and property, well files, maps, surveys, electric logs, seismic records, geological and geophysical data, and all other technical data, all contracts with third parties, together with all other files, documents and records of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1), related to the Assets (to the extent Seller has the right to deliver such documents), other than documents subject to the attorney-client privilege; and (ii) copies of accounting and tax records of MOG Properties and MOG Company (after the distribution pursuant to paragraph 1), pertaining to the Assets. The foregoing specifically shall not include any data or documents which (i) MOG Properties and MOG Company (after the distribution pursuant to paragraph 1), considers to be proprietary or confidential to it and which is not relevant for the ownership or operation of the Assets after the date hereof, (ii) is not related to the Assets, or (iii) which MOG Properties and MOG Company (after the distribution pursuant to paragraph 1), cannot legally provide to a third party without breaching confidentiality agreements (or other agreements with similar effect) with other parties.

THE CONTRIBUTIONS DESCRIBED HEREIN ARE MADE WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, ALL REPRESENTATIONS AND WARRANTIES BEING EXPRESSLY DISCLAIMED, EXCEPT THAT MOG PROPERTIES AND MOG COMPANY WARRANT AND AGREE TO DEFEND TITLE TO THE PROPERTIES AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER MOG PROPERTIES OR MOG COMPANY BUT NOT OTHERWISE; SPECIFICALLY IN THIS CONNECTION, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EQUIPMENT, OTHER PERSONAL PROPERTY, AND FIXTURES DISTRIBUTED TO MOG COMPANY AND SUBSEQUENTLY CONTRIBUTED TO ROCKIES ARE TRANSFERRED AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, AND MOG PROPERTIES AND MOG COMPANY EXPRESSLY DISCLAIM ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE ASSETS ARE CONTRIBUTED AND CONVEYED WTHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. MOG COMPANY SHALL HAVE INSPECTED,

OR WAIVED (OR DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM") IN, ON OR UNDER THE ASSETS. MOG COMPANY AND ROCKIES ARE RELYING SOLELY UPON THEIR OWN INSPECTION OF THE ASSETS, AND MOG COMPANY AND ROCKIES SHALL, EXCEPT AS PROVIDED OTHERWISE HEREIN, ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

The distributions and contributions made pursuant to Paragraphs 1 and 2 are made with full right of substitution and subrogation of Rockies in and to all rights (including rights to indemnification), covenants, agreements, obligations (including indemnity obligations) and warranties of MOG Properties and MOG Company's predecessors in title and with full substitution and subrogation of MOG Properties and MOG Company occurring under any statute of limitation, prescription or other laws and rights of action against MOG Properties or MOG Company's predecessors in title to the fullest extent permitted or allowed by law.

Rockies assumes, and agrees to timely pay and perform, all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets and hereby releases, indemnifies and agrees to hold MOG Properties and MOG Company harmless from and against any and all claims, actions, liabilities, losses, damages, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Assets, whether pertaining or attributable to the period of time, prior to or subsequent to, the Effective Date. In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that matters arising out of or otherwise relating to the ownership and/or operation of the Assets (which are to be assumed by Rockies) shall include all matters arising out of the condition of the Assets on the Effective Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Assets, to restore the surface of the Assets and to comply with, or to bring the Assets into compliance with, applicable environmental laws including all liability and expense for any restoration, clean-up, disposal, or removal that may be incurred as a result of the existence or discovery of hazardous substances or other deleterious substances in, on, or under the Assets, regardless of when the events occurred that give rise to such condition), and the assumptions, and indemnifications by Rockies set forth in this paragraph shall expressly cover and include such matters. **THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS**

NEGLIGENCE OR WILLFUL MISCONDUCT) OF MOG PROPERTIES OR ANY PARTY OR ENTITY AFFILIATED WITH MOG PROPERTIES, OR (ii) STRICT LIABILITY.

This Agreement may be executed in several counterparts all of which are identical, except that, to facilitate recordation, in certain counterparts hereof, only that portion of Exhibits A and A-1 that contains specific descriptions of Assets located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and other portions of Exhibits A and A-1 are included by reference only. All such counterparts together shall constitute one and the same instrument. Complete copies of this Agreement containing the entire Exhibits A and A-1 have been retained by each Party.

Rockies shall properly execute, acknowledge, and file this instrument for record immediately upon receipt thereof, and will furnish to MOG Properties and MOG Company the recording data promptly after Rockies receives such recorded instrument from the clerk in each county in which this instrument is recorded.

This Agreement shall be effective as of 7 a.m., local time at the location of the Assets, on January 1, 1999 (the "Effective Date").

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed on the dates shown in the acknowledgment hereto but shall nevertheless be effective on the Effective Date.

WITNESSES

Paul F. Boyce

Tonya L. Jackson

MCNIC OIL & GAS PROPERTIES, INC.

By:
Name: Kim Sanders
Title: Attorney-in-Fact

Paul F. Boyce

Tonya L. Jackson

MCNIC OIL & GAS COMPANY

By:
Name: Kim Sanders
Title: Attorney-in-Fact

ROCKIES ACQUISITION PROPERTIES, INC.

By:
Name: Kim Sanders
Title: Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF MICHIGAN §
COUNTY OF WAYNE §

The foregoing instrument was acknowledged before me this 15th day of April, 1999, by Kim Sanders, Attorney-in-Fact for **MCNIC OIL & GAS PROPERTIES, INC.**, a Michigan corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:

August 28, 2000

TONYA L. JACKSON NOTARY PUBLIC WAYNE COUNTY, MICH MY COMMISSION EXPIRES AUG 28 2000

Tonya L. Jackson, Notary Public
In the County of Wayne, State of Michigan

STATE OF MICHIGAN §
COUNTY OF WAYNE §

The foregoing instrument was acknowledged before me this 15th day of April, 1999, by Kim Sanders, Attorney-in-Fact for **MCNIC OIL & GAS COMPANY**, a Michigan corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:

August 28, 2000

TONYA L. JACKSON NOTARY PUBLIC WAYNE COUNTY, MICH MY COMMISSION EXPIRES AUG 28 2000

Tonya L. Jackson, Notary Public
In the County of Wayne, State of Michigan

STATE OF [illegible] §
COUNTY OF [illegible] §

The foregoing instrument was acknowledged before me this 21 day of April, 1999, by [illegible], the [illegible] of **ROCKIES ACQUISITION PROPERTIES, INC.**, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:

11/3/99

CATHY MCBROOM NOTARY PUBLIC STATE OF TEXAS EXPIRES NOV. 3, 1999

_____, Notary Public
In the County of [illegible], State of [illegible]

SCHEDULE 1

EXCLUDED ASSETS

1. Drilling obligation, together with the four Required Wells earned from, and defined in, Article 2 of the Exploration Agreement, dated as of 10/1/97, between PRM Partners I, LLC and MOGP ("PRM Agreement")

2. PRM Agreement, together with all obligations thereunder

3. All right, title and interest owned by MOGP in and to the Stadium Lodgepole Unit Area, Stark County, North Dakota as described in the Unit Agreement dated March 1, 1998 ("Stadium Unit Agreement")

4. Stadium Unit Agreement, together with all obligations thereunder

5. Any recovery, proceeds or awards arising from the Presidio Litigation

6. White Eagle Agreements, as set forth on Schedule 6.3(a)(v), and all obligations thereunder, except as otherwise provided in Section 8.4 of this Stock Purchase Agreement.

EXHIBIT "A"
LEASES

JONAH FIELD

GLOSSARY OF ABBREVIATIONS
EXHIBIT A
JONAH AREA

ACRES	The number of acres comprising the lands described opposite said Lease.
MCNIC WI	MOGP's, Seller's and Company's working interest in the specified Leases insofar as said Leases cover the lands described opposite said Lease.
MCNIC NRI	MOGP's, Seller's and Company's net revenue interest in the specified Leases insofar as said Leases cover the lands described opposite said Lease.
MCNIC NET ACRES	The product of the ACRES times the MCNIC WI for the specified Leases insofar as said Leases cover the lands described opposite said Lease.
SEVERED DEEP NET ACRES	The number of acres in the lands described next to the Severed Deep Net Acres multiplied times the MCNIC WI for the specified lands

Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name#	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
						Township 28 North, Range 109 West, 6th P.M.								
WYW-	125943	High Plains Energy Co.	01/01/92	12/31/99		Section 5: Lots 1-4, S/2 S/2	1,214.33				16.7460	13.2317	203.98	
				PROD	3	Section 6: Lots 1-6, S2SW, S2SE					16.7460	13.2317		
					3	Section 7: Lots 1-4, E/2, E/2 W/2					16.7460	13.2317		
						Section 18: Lots 1-4, E/2, E/2 W/2	626.04				33.3333	26.3333	208.34	
WYW-	125944	High Plains Energy Co.	01/01/92	HBP		Township 28 North, Range 109 West, 6th P.M.	1,920.00	-	-		33.3333	26.3333	638.89	
				PROD	4	Section 8: All								
						Township 28 North, Range 109 West, 6th P.M.								
						Section 32: All								
					4	Section 33: All								
WYW-	125945	High Plains Energy Co.	01/01/92	HBP		Township 28 North, Range 109 West, 6th P.M.		88	365					
				PROD	5&2	Section 15: NW	160.00			BPO	6.6666	5.2666	10.66	
						Surface to base of Mesa Verde formation				APO	17.3333	13.6933		
						Section 15: NE, S2	480.00				17.3333	13.6933	83.19	
						Surface to base of Mesa Verde formation								
						Section 15: All					33.3333	26.3333		213.33
						Below base of Mesa Verde formation								
					1	Section 20: All	1,600.00				33.3333	26.3333	533.32	
						Section 21: All					33.3333	26.3333		
					1	Section 22: S/2					33.3333	26.3333		
WYW-	125946	High Plains Energy Co.	01/01/92	09/07/99		Township 28 North, Range 109 West, 6th P.M.	320.00	88	367		33.3333	26.3333	106.66	
				HBU - El Nino		Section 23: SW/4, NE/4								
WYW-	125947	High Plains Energy Co.	01/01/92	12/31/99		Township 28 North, Range 109 West, 6th P.M.	960.00	88	369		33.3333	26.3333	319.99	
				HBU - El Nino		Section 26: NE, SW								
						Section 27: NE, SW								
						Section 28: NE, SW								
WYW-	125948	High Plains Energy Co.	01/01/92	HBP		Township 28 North, Range 109 West, 6th P.M.	320.00	88	371		33.3333	26.3333	106.66	
				HBU-Corona		Section 30: NE/4, SW/4								
WYW-	125949	High Plains Energy Co.	01/01/92	HBP		Township 28 North, Range 109 West, 6th P.M.	942.74	88	373		33.3333	26.3333	314.24	
				PROD - Corona		Section 19: Lots 1, 2, SE, E/2 NW/4								
						Section 30: Lots 1, 2, SE, E/2 NW/4								
					7	Section 31: Lots 1, 2, SE, E/2 NW/4								

Notes:
1 Subject to SOCO (Amoco) Farmout; Sections 20 and 22 not drilled.
2 Drilled SOCO (Amoco) Farmout
3 Jonah #1-6, #2-5, #1-7, #3-7, #6-7, #1-8
4 Jonah #2-8, #2-8A, #1-8
5 Jonah #3-15 - (warning well - not paid out)
6 Stud Horse Butte #1-33, #3-33, #11-33, #15-33
7 Corona #8-31, #15-31, Stud Horse Butte #3-31, #6-31

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Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note		MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
WYW -	125850	High Plains Energy Co.	01/01/92	HBP		Township 29 North, Range 108 West, 6th P.M.									
						Section 28: All						33.3333	26.3333		213.33
						All below base of Mesa Verde Formation									
					2 & 1	Section 28: SE4	160.00			2	APO	17.3333	13.6833	27.75	
						Surface to base of Mesa Verde formation									
					4	Section 28: N/2, SW4	480.00					17.3333	13.6833	83.19	
						Surface to base of Mesa Verde formation									
WYW -	125853	High Plains Energy Co.	01/01/92	HBU		Township 29 North, Range 108 West, 6th P.M.	480.00	88	391			33.3333	26.3333	158.99	
				Corona		Section 15: NW4									
						Section 22: NW4, SE4									
WYW -	125854	High Plains Energy Co.	01/01/92	HBP		Township 29 North, Range 108 West, 6th P.M.	320.00	88	383			33.3333	26.3333	106.66	
				HBU - Corona		Section 23: NW4, SE4									
WYW -	126100	McMurry Oil Company	01/01/92	12/31/01		Township 29 North, Range 108 West, 6th P.M.	1,428.36	88	462			33.3333	26.3333	473.45	
				HBU-Corona		Section 7: Lots 1, 2, E2NW, SE									
						Township 29 North, Range 109 West, 6th P.M.									
						Section 1: Lots 3, 4, E2NW, SE									
						Section 9: NW, SE									
						Section 10: NW, SE									
						Section 12: NW									
						Township 29 North, Range 109 West, 6th P.M.									
					3	Section 7: Lots 3 (32.27), 4(32.80), E2NW, NE4	1,424.57					33.3333	26.3333	474.98	
						Township 29 North,Range 109 West, 6th P.M.									
						Section 1: Lots 1(38.98), 2 (38.98), S2NE4, SW									
						Section 9: NE, SW									
						Section 10: NE, SW									
					3	Section 12: SW									
WYW -	126101	McMurry Oil Company	01/01/92	12/31/01		Township 30 North, Range 108 West, 6th P.M.	1,564.01	88	463			33.3333	26.3333	516.00	
				HBU - Alpine Tech		Section 10: SE									
						Section 15: SE									
						Section 19: Lots 1, 2, E2NW, SE									
						Section 30: Lots 1, 2, E2NW, SE									
						Section 32: NW, SE									
						Section 33: NW, N2SE									
						Township 30 North, Range 108 West	1562.16					33.3333	26.3333	517.38	
						Section 10: SW									
						Section 15: NE									
						Section 19: Lots 3 (48.61), 4 (48.38), E2SW, NE									
						Section 30: Lots 3 (47.70), 4 (47.76), E2SW, NE									
						Section 32: NE, SW									
						Section 33: NE, N2SW									

Notes
1 Drilled SOCO (Amoco) Farmout
2 Stud Horse Butte #15-28 (earning well - paid out), #9-28
3 Acreage part of Farmout, dated 10/20/98, by McMurry etal., to Snyder Oil (Farmee), ratified by MCNIC on 12/15/98.
4 Stud Horse Butte #11-28, #13-28, #3-28

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Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

	Lease Name#	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
	WYW-	128474	McMurry Oil Company	03/01/82	02/28/92		Township 27 North, Range 108 West, 6th P.M.	780.12	88	488		33.3333	26.3333	263.37	
					HBU - Scarlet		Section 18: Lots 3, 4, E/2 SW/4								
							Section 19: Lots 3, 4, NE/4, E/2 SW/4								
							Section 29: NE/4, SW/4								
	WYW-	128473	McMurry Oil Company	03/01/82	02/28/92		Township 27 North, Range 108 West, 6th P.M.								
					HBU - El Nino & Scarlet		Section 4: Lots 1, 2, S/2 NE/4, SW/4	319.80	88	455		33.3333	26.3333	108.93	
	WYW-	5627-B	Samuel Mandel	05/01/87	HBP		Township 28 North, Range 109 West, 6th P.M.								
						2	Section 9: All	640.00			BPO	33.3333	26.0354	213.33	
											APO	20.0000	16.2713		
	WYW-	57821	Dorothy M. Trowmeter	03/01/77	HBP		Township 29 North, Range 108 West, 6th P.M.								
					El Nino		Section 3: Lots 1-4, S/2 S/2	1,288.48	91	88		33.3333	26.3333	422.82	
						3	Section 4: Lots 1-4, S/2 S/2								
							Section 10: All								
	WYW-	100902	Eugene J. Weil, Jr.	09/01/89	HBP		Township 29 North, Range 108 West, 6th P.M.								
						4	Section 34: All	1,280.00	79	337		33.3333	26.3333	426.66	
						6	Section 35: All								
	WYW-	102899	Eugene J. Weil, Jr.	09/01/89	HBP		Township 29 North, Range 109 West, 6th P.M.								
							Section 27: All (below base of Mesa Verde)		88	363		33.3333	26.3333		213.33
							Township 29 North, Range 108 West, 6th P.M.								
						5 & 1	Sec. 27: SW (surface to base of Mesa Verde)	160.00			BPO	6.6666	5.2666	10.66	
											APO	17.3333	13.6833		
							Township 29 North, Range 108 West, 6th P.M.								
						7	Sec. 27: SE, N/2 (surface to base of Mesa Verde)	480.00				17.3333	13.6833	83.19	
	WYW-	104178	HPC, Inc.	09/01/87	09/07/89		Township 27 North, Range 107 West, 6th P.M.								
					Non-Producing		Section 9: NE/4, SW/4	1,274.05	88	397		33.3333	26.3333	424.67	
							Section 10: NE/4, SW/4								
							Section 15: NE/4, SW/4								
							Section 16: Lots 3, 4, NE/4, E/2 SW/4								
	WYW-	106728	Conoco, Inc.	07/01/85	HBU		Township 30 North, Range 109 West, 6th P.M.	654.56	88	369		33.3333	26.3333	218.18	
					Alpine Tech		Section 29: NW, SE								
							Section 31: Lots 1, 2, E2NW, SE								
							Township 30 North, Range 109 West, 6th P.M.	654.27				33.3333	26.3333	218.08	
							Section 29: NE, SW								
							Section 31: Lots 3 (47.17), 4 (47.10), E/2SW/4, NE/4								

Notes
1 Drilled SOCO (Amoco) Fannout
2 Wardell Federal #1 (not paid out)
3 Jonah #1-4, #2-4, #3-4
4 Jonah #32-34, Stud Horse Butte #1-34, #3-34, #13-34, #15-34
5 Stud Horse Butte #13-27 (earning well - not paid out), #11-27 (subsequent well - SOCO F/O APO interests apply)
6 Stud Horse Butte #1-35, #3-35, #11-35, #13-35
7 Stud Horse Butte #5-27, #9-27, #1-27

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Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name#	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
WYW-	107209	Liberty Petroleum Corp.	10/01/87	09/07/99		Township 29 North, Range 109 West, 6th P.M.	640	89	403		33.3333	26.3333	213.33	
				HBU - El Nino		Section 13: NE, SW								
						Section 24: SW/4, NE/4								
WYW-	141998		10/01/87	12/23/00		Township 29 North, Range 109 West, 6th P.M.	320.00				33.3333	26.3333	106.66	
				HBU - El Nino		Section 12: NE, SW								
WYW-	100801	Liberty Petroleum Corp.	10/01/87	09/30/97		Township 29 North, Range 109 West, 6th P.M.	280.00	89	406		33.3333	26.3333	93.33	
				HBU - El Nino		Section 14: NE/4, N/2 SW/4, SE/4 SW/4								
WYW-	118151	Home Petroleum Corp.	12/01/89	11/30/99		Township 29 North, Range 109 West, 6th P.M.	161.97	89	560		33.3333	26.3333	53.99	
				HBU - El Nino		Section 1: Lots 3, 4, S/2 SW/4								
WYW-	118153	Home Petroleum Corp.	12/01/89	10/30/99		Township 29 North, Range 109 West, 6th P.M.	960.00	84	599		33.3333	26.3333	319.99	
				HBU-El Nino		Section 25: NE/4, SW/4								
						Section 34: NE/4, SW/4								
						Section 36: NE/4, SW/4								
WYW-	118154	Home Petroleum Corp.	12/01/89	11/30/99		Township 29 North, Range 109 West, 6th P.M.	640.00				33.3333	26.3333	213.33	
				HBP		Section 8: NE, SW								
						Section 17: NE, SW								
WYW-	118163	Home Petroleum Corp.	12/01/89	01/30/99		Township 29 North, Range 109 West, 6th P.M.	960.00	84	599		33.3333	26.3333	319.99	
				HBU - Corona		Section 28: NW/4, SE/4								
						Section 21 NW/4, SE/4								
						Section 28: NW/4, SE/4								
WYW-	118164	Home Petroleum Corp.	12/01/89	11/30/99		Township 29 North, Range 109 West, 6th P.M.	640.00	84	562		33.3333	26.3333	213.33	
				HBU - Corona		Section 28: NW/4, SE/4								
						Section 27: NW/4, SE/4								
ST WY	92-00190	McMurry Oil Company	04/02/92	09/01/99		Township 27 North, Range 107 West, 6th P.M.	320.00	89	439		33.3333	26.3333	106.66	
				Non-Prod		Section 16: NE/4, SW/4								
ST WY	92-00191	McMurry Oil Company	04/02/92	09/01/99		Township 27 North, Range 107 West, 6th P.M.	120.00	89	440		33.3333	26.3333	39.99	
				Non-Prod		Section 17: N/2 NE/4, SE/4 NE/4								
ST WY	92-00195	McMurry Oil Company	04/02/92	04/01/99		Township 29 North, Range 108 West, 6th P.M.	320.00	89	445		33.3333	26.3333	106.66	
				PROD - Caroline	1	Section 16: NE/4, SW/4								
ST WY	92-00196	McMurry Oil Company	04/02/92	04/01/99		Township 30 North, Range 108 West, 6th P.M.	320.00	89	447		16.6666	13.1666	53.33	
				PROD - Wasbonnet	2	Section 36: NE, SW								
ST WY	92-00199	McMurry Oil Company	04/02/92	04/01/97		Township 29 North, Range 109 West, 6th P.M.	320.00	89	448		33.3333	26.3333	106.66	
				HBU - Corona		Section 36: NW/4, SE/4								
WYW -	129876	McMurry Oil Company	05/01/92	HBU		Township 29 North, Range 107 West, 6th P.M.	240.00	89	471		33.3333	26.3333	79.99	
				Cabrito		Section 33: N/2 NE/4, SW/4								
WYW -	134984	McMurry Oil Company	05/01/92	HBU		Township 29 North, Range 107 West, 6th P.M.	640.00	89	471		33.3333	26.3333	213.33	
				Cabrito		Section 32: All								
WYW -	129877	McMurry Oil Company	05/01/92	HBU		Township 29 North, Range 108 West, 6th P.M.	80	89	479		33.3333	26.3333	26.66	
				Cabrito		Sec. 13: SE/4W, NWSE								

Notes
1 Blud Horse Butte #13-16
2 Cross assigned checkerboard w/ Amoco 50/50 to Drill Falcon #1-36

Last Revised: 4/1/08

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
ST WY	92-00412	McMurry Oil Company	12/01/82	08/01/88		Township 28 North, Range 108 West, 6th P.M.	320.00	91	383		33.3333	26.3333	106.88	
				HBP - El Nino		Section 36: NE/4, SW/4								
WYW -	127189	McMurry Oil Company	07/01/82	06/30/02		Township 27 North, Range 107 West, 6th P.M.	316.34	88	732		33.3333	26.3333	106.44	
				HBU - El Nino		Section 6: Lots 1, 2, S/2 NE/4, SW/4								
WYW -	127190	McMurry Oil Company	07/01/82	06/30/02		Township 27 North, Range 107 West, 6th P.M.	320	88	735		33.3333	26.3333	106.88	
				HBU - Non Prod.		Section 14: NE, SW								
WYW -	127191	McMurry Oil Company	07/01/82	06/30/02		Township 28 North, Range 107 West, 6th P.M.	314.89	88	730		33.3333	26.3333	104.89	
				HBU - El Nino		Section 18: Lots 3,4 NE/4, S/2 SW/4								
WYW -	120808	L. M. Grace	08/01/80	07/04/00		Township 29 North, Range 107 West, 6th P.M.	640.00	88	717		33.3333	26.3333	213.33	
				HBU-Calvita		Sec. 17: NE, SW								
						Sec. 20: NE								
						Sec. 29: NE								
WYW-	127749	McMurry Oil Company	11/01/82	HBP		Township 29 North, Range 108 West, 6th P.M.	640.00	92	198		33.3333	26.3333	213.33	
						Section 15: NE/4, SW/4								
						Section 22: NE/4, SW/4								
						Section 28: All								213.33
						Below base of Mesa Verde	480.00				33.3333	26.3333		
					5	Section 28: NE/4, S/2					17.3333	13.6833	83.19	
						Surface to base of Mesa Verde formation	160.00			APO	17.3333	13.6833	27.73	
					1 & 2	Section 28: NW/4								
						Surface to Base of Mesa Verde formation								
WYW-	127863	McMurry Oil Company	12/01/82	11/30/02		Township 27 North, Range 107 West, 6th P.M.	953.51	92	200		33.3333	26.3333	317.83	
				HBU - El Nino		Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4								
						Township 27 North, Range 108 West, 6th P.M.								
						Section 1: Lots 1,2, S/2 NE/4, SW/4								
						Section 12: NE/4, SW/4								
WYW-	127864	McMurry Oil Company	12/01/82	11/30/02		Township 27 North, Range 107 West, 6th P.M.	953.51	92	202		33.3333	26.3333	317.83	
				Non-Prod		Section 19: Lots 3,4, NE/4, E/2 SW/4								
						Section 30: NE/4, SW/4								
						Section 31: NE/4, SW/4								
ST WY	60-00386	Weld Oil & Gas Co.	08/02/60	HBP		Township 28 North, Range 108 West, 6th P.M.	640.00	82	7		17.3333	13.6833	110.93	
					1, 3 & 4	Section 36: All								
						Surface to the base of Mesa Verde					33.3333	26.3333		213.33
						Section 36: All								
						Below base of Mesa Verde								

Notes
1 Drilled SOCO (Amoco) Farmout
2 Stud Horse Butte #6-28 (warning well - paid out), #3-28
3 Stud Horse Butte #4-36, #2-36, #5-36, #7-36
4 Amended SOCO farmout: Heads up on #4-36 (82% McMurry et al, 18% SOCO/Amoco) No reversion on #4-36.
5 Stud Horse Butte #11-28, #13-28, #15-28

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Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JOHAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
WYW-	126703	McMurry Oil Co.	03/01/83	02/28/03		Township 29 North, Range 109 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2 SW/4	560.00	92	12		33.3333	26.3333	186.66	
ST WY	93-00109	McMurry Oil Co.	03/01/83	HBU-Corona		Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	92	272		33.3333	26.3333	106.66	
ST WY	93-00114	McMurry Oil Co.	03/01/83	04/01/99 HBU - Alpine Tech		Township 30 North, Range 110 West, 6th P.M. Section 36: NW/4, SE/4	320.00	92	275		33.3333	26.3333	106.66	
						Township 30 North, Range 110 West, 6th P.M. Section 36: NE, SW	320.00				33.3333	26.3333	106.66	
WYW -	127192	McMurry Oil Company	07/01/82	06/30/02 HBU-Cabrito		Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3,4 NE/4, E/2 SW/4 Section 20: N/2 SW/4, SE/4 SW/4 Section 28: SW/4 Section 29: NE/4, SW/4	921.14	88	741		33.3333	26.3333	307.04	
WYW -	127193	McMurry Oil Company	07/01/82	HBU Cabrito		Township 29 North, Range 107 West, 6th P.M. Section 33: S2NE	80	88	744		33.3333	26.3333	26.66	
WYW-	118182	Home Petroleum Corp.	12/01/89	11/30/99 HBU - Scarlet		Township 28 North, Range 109 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 30: Lots 3, 4 NE/4, E/2 SW/4 Section 31: Lots 3, 4 NE/4, E/2 SW/4	1253.27	84	586		33.3333	26.3333	417.75	
WYW-	130232	McMurry Oil Co.	09/01/93	08/31/03 HBP - Corona	2	Township 28 North, Range 109 West, 6th P.M. Section 11: NW/4, SE/4	320.00	93	321		33.3333	26.3333	106.66	
WYW-	122309	Standard Energy Co.	11/01/90	10/31/00 HBU - El Nino		Township 28 North, Range 109 West, 6th P.M. Section 32: NE/4, SW/4	320.00				33.3333	26.3333	106.66	
WYW-	128039	Kenneth R. Farmer	01/01/93	12/31/02 HBU - Corona		Township 29 North, Range 109 West, 6th P.M. Section 10: NW, SE Section 14: NW, SE	640	92	497		33.3333	26.3333	213.33	
WYW-	130730	McMurry Oil Co.	12/01/93	11/30/03 HBU - Corona	1	Township 29 North, Range 109 West, 6th P.M. Section 2: Lots 1, 2, S/2 SE/4 Section 3: Lots 1, 2, S/2 SE/4 Township 29 North, Range 109 West, 6th P.M. Section 34: N/2NW, SE	529.41	94	461		33.3333	26.3333	176.46	
ST WY	93-00553	McMurry Oil Co.	12/02/93	12/01/98 HBU-TOT		Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	95	5		33.3333	26.3333	106.66	
ST WY	93-00554	McMurry Oil Co.	12/02/93	HBU Scarlet		Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	95	5		33.3333	26.3333	106.66	
ST WY	94-00133	McMurry Oil Co.	04/01/94	04/01/99 Non-Prod		Township 28 North, Range 109 West, 6th P.M. Section 20: SW/4 NW/4	40.00	99	422		33.3333	26.3333	13.33	
ST WY	94-00149	McMurry Oil Co.	04/01/94	04/01/99 Non-Prod		Township 29 North, Range 107 West, 6th P.M. Section 36: ALL	640.00	99	426		33.3333	26.3333	213.33	

Notes
1 Yellow Point #1-2
2 Yellow Point #9-11

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Last Revised: 4/1/99

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
ST WY	94-00146	McMurry Oil Co.	04/01/84	04/01/99 Non-Prod		Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	98	428		33.3333	26.3333	106.66	
ST WY	94-00147	McMurry Oil Co.	04/01/84	04/01/99 Non-Prod		Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4	40.00	98	424		33.3333	26.3333	13.33	
WYW-	114648	James O. Broome, Jr.	01/25/89	HBU Scarlet		Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 NE/4, SW/4	200.00	98	554		33.3333	26.3333	66.66	
WYW-	115808	James O. Broome, Jr.	03/21/89	03/31/99 HBU - Scarlet		Township 27 North, Range 109 West, 6th P.M. Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4	313.84	98	558		33.3333	26.3333	104.54	
WYW-	118149	R. K. O'Connell	11/09/89	11/30/1999 Non-Prod		Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: NE/4, SW/4 Section 30: E/2 NE/4 Section: 31: Lots 3,4, E/2 SW/4, NE/4 Section 32: NE, SW	1,122.08	97	921		33.3333	26.3333	374.02	
WYW-	131987	Howell R. Speare	03/02/94	3/31/2004 Non-Prod		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		33.3333	26.3333	319.99	
WYW-	102717	Eugene J. Walt, Jr.	11/18/88	HBP		Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3, 4, E/2 SW/4, NE/4 Section 31: Lots 3,4, E/2W, NE	642.12	98	423		33.3333	26.3333	214.03	
WYW-	102732	Eugene J. Walt, Jr.	11/18/88	11/30/00		Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	320.00	98	421		33.3333	26.3333	106.66	
John F. Arambel, et ux.		McMurry Oil Co.	8/1/1984 Renewed 8/20/88 - 4 yrs	8/19/2002 Non-Prod		Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4	40.00	99	200		33.3333	26.3333	13.33	
WYW-	141754			9/58/98 HBU - Warbonnet		Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	240.00				33.3333	26.3333	26.33	
WYW-	133051	McMurry Oil Co.	08/01/94	7/31/2004 Non-Prod		Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2 NE/4, SW/4 Section 5: Lots 1, 2, S/2 NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2 NE/4, E2SW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	1,240.13	970	457		33.3333	26.3333	413.37	
WYW-	133052	McMurry Oil Co.	08/01/94	7/31/2004 Non-Prod		Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 20: NE/4, SW/4 Section 34: SW/4	640.00	970	459		33.3333	26.3333	213.33	
WYW-	133071	McMurry Oil Co.	08/01/94	HBU Corona		Township 29 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4 SE/4 Section 9: NW/4, SE/4	403.03	970	469		33.3333	26.3333	134.34	
WYW-	133072	McMurry Oil Co.	08/01/94	HBU Corona		Township 29 North, Range 109 West, 6th P.M. Section 2: SE/4	160.00	970	480		33.3333	26.3333	53.33	
WYW-	133073	McMurry Oil Co.	12/01/92	HBP- Corona		Township 29 North, Range 109 West, 6th P.M. Section 34: S/2 NW/4	80	970	461		33.3333	26.3333	26.66	

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Last Revised: 4/1/08

EXHIBIT 'A'
MCNIC OIL & GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
WYW-	127668	John P. Strange	12/01/82	11/30/02		Township 28 North, Range 107 West, 6th P.M.	160.00	99	295		33.3333	26.3333	53.33	
				Non-Prod		Section 23: S/2 SE/4								
						Section 26: S/2 NE/4								
WYW-	136476		05/01/82	05/01/02		Township 30 North, Range 108 West	40.00				33.3333	26.3333	13.33	
				HBU - Warbonnet		Section 13: NENW								
WYW-	141880			HBP		Township 29 North, Range 108 West	300.68				33.3333	26.3333	100.22	
					1	Section 6: Lots 1 (40.04), 2 (40.02), 6 (30.07), 7 (30.58), E2SW, S2NE								
						Township 29 North, Range 108 West	298.71				33.3333	26.3333	99.56	
						Section 8: Lots 3,4,5, SENW, SE								
WYW-	141753		08/01/00	07/31/00		Township 28 North, Range 107 West	1,760.00				33.3333	26.3333	586.66	
				Non-Prod		Section 10: SW								
						Section 16: NE, SW								
						Section 21: NE, SW								
						Section 22: NE, SW								
						Section 23: NE, SW								
						Section 27: NE, SW								
WYW-	141755		07/01/82	06/30/02		Township 28 North, Range 107 West	80.00				33.3333	26.3333	26.66	
				Non-Prod		Section 34: W2SW								
WYW-	144698		10/06/97	10/05/98		Township 29 North, Range 108 West	240.00				33.3333	26.3333	79.99	
				HBU - El Nino		Section 11: SWNW, SW, SWSE								
WYW-	142000		01/01/82	HBU		Township 28 North, Range 108 West	320.00				33.3333	26.3333	106.66	
				El Nino		Section 28: NE, SW								
WYW-	142001		12/23/98	06/30/02		Township 27 North, Range 107 West	320.00				33.3333	26.3333	106.66	
				Non-Prod		Section 23: NE, SW								
WYW-	141999		12/01/98	10/30/98		Township 28 North, Range 108 West	320.00				33.3333	26.3333	106.66	
				HBU-El Nino		Section 33: NE, SW								
ST WY	92-00189		04/02/92	06/01/99		Township 27 North, Range 107 West	120.00				33.3333	26.3333	39.99	
				Non-Prod		Section 8: NESW, S2SW								
WYW-	141878			HBP-Corona		Township 29 North, Range 108 West	308.96				33.3333	26.3333	102.31	
						Section 16: Lots 1, 2, E2NW, SE								
WYW-	141881			12/31/02		Township 28 North, Range 108 West	960.00				33.3333	26.3333	319.99	
				HBP		Section 24: all								
						Section 25: NE, SW								
WYW-	118162		11/06/98	HBU - Corona		Township 29 North, Range 109 West, 6th P.M.	1,132.93				20.0000	15.8800	226.59	
						Section 3: SE								
						Section 7: Lots 1,2, SE, E2NW								
						Section 11: NW, SE								
						Section 17: NW, SE								
WYW-	141884					Township 29 North, Range 108 West	163.46				33.3333	26.3333	54.48	
						Section 19: NENW, Lot 2, NESE, SWSE								

Notes
1 Acreage part of Farmout, dated 10/20/98, by McMurry et al., to Snyder Oil (Farmee), ratified by MCNIC on 12/15/98

Last Revised: 4/1/09

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note		MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
WYW-	141882			09/31/03		Township 29 North, Range 108 West	143.27					33.3333	26.3333	47.75	
				PROD	5	Section 1: Lots 1, 2, S2SE									
				HBP for so long as WYW-126049 is HBP											
WYW-	141879					Township 29 North, Range 108 West									
					3 & 4	Section 29: SE	160.00			4	BPO	6.6666	5.2666	10.66	
						Surface to the base of Mesa Verde					APO	17.3333	13.6833		
					7	Section 29: SW, N2	480					17.3333	13.6833	83.19	
						Surface to the base of Mesa Verde									
						Section 29: All						33.3333	26.3333		213.33
						Below base of Mesa Verde									
WYW-	124822		07/01/91	05/30/01		Township 29 North, Range 108 West	874.42					20.0000	15.8000	174.88	
				HBU - Corona		Section 3, Lots 3, 4, S2NW									
						Section 4: Lots 3, 4, S2NW, SE									
						Section 5: Lots 3, 4, S2NW, SE									
						Township 30 North, Range 108 West									
						Section 33: S2SE									
WYW-	127204	Jewaine Partners	08/01/92	07/31/02		Township 28 North, Range 109 West	85.24					20.0000	15.8000	17.04	
				HBU - Corona		Section 4: Lots 2, S6SE									
WYW-	141883			HBP		Township 28 North, Range 109 West									
					1	Section 12: all	640.00					33.3333	26.3333	213.33	
					2 & 3	Section 13: NE	160.00				BPO	6.6666	5.2666		
						Surface to base of Mesa Verde					APO	17.3333	13.6833	27.73	
					8	Section 13: SE, W2	480.00					17.3333	13.6833	83.19	
						Surface to base of Mesa Verde									
						Section 13: All									
						Below base of Mesa Verde						33.3333	26.3333		213.33
WYW-	141756		11/01/92	10/31/97		Township 29 North, Range 108 West	320.00					33.3333	26.3333	106.88	
				HBU - Cabello	6	Section 25: NE, SW									
WYW-	126772	Mobbury Oil Company	05/01/82	05/01/02		Township 30 North, Range 109 West, 6th P.M.	119.82	88	479			33.3333	26.3333	39.97	
				HBU-Alpine Tech		Section 3: Lots 3 (39.82), N2SE									
						Township 30 North, Range 108 West, 6th P.M.	79.94					33.3333	26.3333	26.64	
						Section 3: Lot 2 (39.94), SWNE									
WYW-	147787			09/30/02		Township 28 North, Range 107 West, 6th PM	640.00					33.3333	26.3333	213.33	
						Section 8: SW									
						Section 17: NE, SW									
						Section 33: SW									

Notes
1 Yellow Point #1-12, #3-12, #6-12, #7-12, #8-12, #11-12, #15-12, #13-12
2 Yellow Point #1-13 (serving well - paid out) #7-13
3 Subject to SOCO (Amoco) Farmout
4 Stud Horse Butte #16-29 (serving well - not paid out)
5 Yellow Point #7-1
6 Cabello #1-25, #7-25, #13-25, #11-25
7 Stud Horse Butte #11-29, #6-29
8 Yellow Point #8-13, #6-13

Last Revised: 4/1/08

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

	Lease Name#	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
	WYW-	147794			08/06/05		Township 28 North, Range 108 West, 6th PM	960.00				33.3333	26.3333	319.99	
							Section 17: all								
						1	Section 22: N2								
	WYW-	147798			11/30/02		Township 27 North, Range 107 West, 6th PM	154.62				33.3333	26.3333	51.50	
							Section 7: Lots 3,4, E2SW4								
	WYW-	147796			09/30/02		Township 27 North, Range 107 West, 6th PM	840.68				33.3333	26.3333	280.16	
							Section 4:Lots 1,2, S2NE4, SW4								
							Section 7: NE4								
							Section 8: NE4								
							Section 17: SWNE, SW								
	WYW-	147795			02/28/02		Township 27 North, Range 108 West, 6th PM	640.00				33.3333	26.3333	213.35	
							Section 5: Lots 1,2, S2NE, SW								
							Section 6: NE, SW								
	WYW-	125662	High Plains Energy	01/01/82	HBP		Township 29 North, Range 108 West, 6th P.M.	1,280.00	68	379		33.3333	26.3333	426.66	
							Section 13: NW4, SE4								
							Section 14: NW4, SE4								
							Section 23: NW4, SE4								
							Section 24: NW4, SE4								
						2	Section 24: SWNE	40.00			BPO	33.3333	26.3333	13.33	
							From surface to base of Mesa Verde only.				APO	16.6667	13.1667		
							Section 24: N2NE, SENE	120.00				16.6667	13.1667	20.00	
							From surface to base of Mesa Verde only.								
	WYW-	136524		4/1/88	3/31/08 HBU - Corona Unit		Township 29 North, Range 109 West, 6th PM	1886.36							
							Section 6: Lots 1-7, S2NE, SENW, E2SW, SE								
							Section 8: All								
							Section 18: Lots 1-4, E2, E2W2					33.3333	26.3333	866.11	
	WYW-	147782			09/30/02 HBP - El Nino (held for as long as WYW-57521 is HBP)		Township 29 North, Range 109 West, 6th PM	961.48				33.3333	26.3333	320.49	
							Section 2: Lots 1,2,3,4, S2S2								
							Section 11: All								

Notes
1 Subject to SOCO (Amoco) Farmout; Sections 20 & 22 not drilled
2 Corona 7-24

Last Revised 4/1/03

EXHIBIT 'A'
MCNIC OIL GAS COMPANY
JONAH PROSPECT
SUBLETTE, WY

Lease Name/	Number	Lessee	Lease Date	Exp. Date	Note	Description	Acres	Recording Book	Recording Page	Note	MCNIC WI	MCNIC NRI	MCNIC Net Acres	Severed Deep Net Acres
Mary Ann Arambel (fka John F. Arambel, et ux- John now deceased			08/20/98	08/20/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	108	676		33.3333	26.3333	10.66	
Mary L. Arambel			08/21/98	08/21/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	660		33.3333	26.3333	10.66	
Lois T. Zebre et vir			08/21/98	08/21/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	651		33.3333	26.3333	5.33	
Lois T. Zebre, Trustee			08/21/98	08/21/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	669		33.3333	26.3333	5.33	
Karl B. Krutz, Trustee			08/28/98	08/28/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	663		33.3333	26.3333	3.99	
Christen Bunning			08/18/98	08/18/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	669		33.3333	26.3333	3.99	
Robert Bunning			08/28/98	08/28/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	667		33.3333	26.3333	3.99	
Esther C. Chessman			08/18/02	08/19/02	1	Township 27 North, Range 108 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4		108	671		33.3333	26.3333	3.99	
						TOTALS	67,108.92						21107.10	1493.31

Notes
1 Leases covering less than the full undivided interest under the same parent parcel.

DEPTH SEVERANCE NOTE:
Unless otherwise specifically noted above, The MCNIC WI shown herein is applicable to all depths, subject to the terms of the "Deep Tests" JOA, Exhibit "C" to Purchase and Sale Agreement dated 06/01/04 between Mellbury Oil Company, et al and Snyder Oil Corporation.

EXHIBIT "A-1"
LEASE RIGHTS
JONAH FIELD

SUBLETTE COUNTY, WYOMING

APPLICABLE AGREEMENTS

Jonah Field Development Agreement	4/25/96	McMurry Oil Company CoEnergy Rockies Inc., etal
Farmout Agreement	6/17/94	McMurry Oil Company, etal and Snyder Oil Corporation
Option Farmout Agreement	3/23/98	HS Resources, Inc. and Javelina Partners
Option Farmout Agreement	4/17/98	HS Resources, Inc. and Snyder Oil Corporation
Farmout Agreement	3/9/98	Snyder Oil Corp. and MCNIC Oil & Gas Properties, Inc.
Working Interest Participation Agreement	8/10/98	HS Resources, Inc., McMurry Oil Co. and MCNIC Oil & Gas Properties, Inc.
Lease Participation Approval Letter	1/21/99	McMurry Oil Company MCNIC Oil & Gas Properties

GLOSSARY OF ABBREVIATIONS
EXHIBIT A-1
JONAH AREA

LEASE ACRES	The number of acres comprising the lands described opposite said Lease.
WI	MOGP's, Seller's and Company's working interest in the specified Leases insofar as said Leases cover the lands described opposite said Lease.
NRI	MOGP's, Seller's and Company's net revenue interest in the specified Leases insofar as said Leases cover the lands described opposite said Lease.
NET ACREAGE	The product of the LEASE ACRES times the WI for the specified Leases insofar as said Leases cover the lands described opposite said Lease.

Last Revised 4/1/99

EXHIBIT A-1
McMURRY OIL COMPANY
JONAH PROSPECT

NOTE	LESSOR	LESSEE	LEASE DATE EFF / EXP	LEGAL DESCRIPTION	LEASE ACRES	MCNIC WI	MCNIC NRI	MCNIC NET ACRES	APPLICABLE AGREEMENTS
	WYW-111556	G. Hayman	06-01-88 / HBP	T29N-107W Sec. 20: SWSW	40.00	17.3333	13.8833	6.93	4/25/98 Jonah Field Development Agr. between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.
	WYW-118162	Liberty Pet. Corp.	12-01-89 / 11-30-99	T29N-R109W Sec. 3: S2SW Sec. 7: Lots 3, 4, NE, S2SW Sec. 11: NE, SW Sec. 17: NE, SW	1132.93	20.0000	15.8000	226.59	4/25/98 Jonah Field Development Agr. between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.
1	ST WY 92-00198		4-2-92 / HBU	T30N-R108W Sec. 36: NENE BPO APO Surface to base of Mesa Verde	4	8.3333 3.3333	6.5833	3.33	F/O from Snyder to MCNIC dated 3/9/98
				Sec. 36: S2NE, NWNE Sec. 36: NW, SE Surface to base of Mesa Verde	4 320.00	2.0830 35.4160	1.6456 27.9796	2.50 113.33	
2	WYW-114648		2/1/89 / 31-98 HBU	T27N-R109W Sec. 11: NW Sec. 23: W2W2	320.00	15.0000	BPO = from 10.5000 to 11.8500 APO = from 6.0000 to 7.3500	48.00	F/O Option did 4/17/98 between HS & Snyder. WI Participation Agreement did 8/10/98 between HS and MOC/MCNIC.
2	WYW-130318		10/1/93 / 09-30-03 HBU Scarlet Unit	T27N-R109W Sec. 12: N2, SW Sec. 13: NW Sec. 14: SE, W2NW Sec. 15: N2, N2S2, SWSW Sec. 23: E2 Sec. 24: SW	1580.00	15.0000	BPO = from 10.5000 to 11.8500 APO = from 6.0000 to 7.3500	282.00	F/O Option did 4/17/98 between HS & Snyder WI Participation Agmt. did 8/10/98 between HS & MOC/MCNIC. Jonah Field Development Agreement dated 4/25/98 between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.
2	WYW-126786		6/1/92 / 05-31-02 HBU Scarlet Unit	T27N-R108W Sec. 7: Lots 1,2,3,4, E2W2, E2 (all) Sec. 17: N2 Sec. 18: E2	1268.16	15.0000	BPO = from 12.0000 to 12.3750 APO = from 7.5000 to 7.8750	190.22	F/O Option did. 3/23/98 between HS & Javelina Partners WI Participation Agmt. did 8/10/98 between HS and MOC/MCNIC. Jonah Field Development Agreement dated 4/25/98 between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.

Last Revised 4/1/99

EXHIBIT A-1
McMURRY OIL COMPANY
JONAH PROSPECT

NOTE	LESSOR	LESSEE	LEASE DATE EFF / EXP	LEGAL DESCRIPTION	LEASE ACRES	MCNIC WI	MCNIC NRI	MCNIC NET ACRES	APPLICABLE AGREEMENTS
	WYW-137342		9/1/1995 8/31/05	T29N, R107W Sec. 1: Lots 1-4, S2N2, S2 Sec. 2: All Sec. 3: E2 Sec. 10: NE, SENW	1801.33	33.3333	26.3333	600.44	4/25/98 Jonah Field Development Agr. between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, inc.
3	WYW-133762		HBP Scarlet Unit	T27N-R109W Sec. 1: Lots 1, 2, 3, 4, S/2N/2, S/2	640.68	15.0000	NR I not yet determined	96.10	WI Participation Agmt. Dtd 8/10/98 between HS Resources, Inc., Holmes P. McLish, et al MCNIC Oil & Gas Properties, Inc. and McMurry Oil co.
5	ST WY 92-00412	McMurry Oil Co.	12-01-92 / HBP	T28N-R108W, 6th P.M. Sec. 36: NENW From surface to base of Mesa Verde only.	40.00	17.3333	13.6933	6.93	4/25/98 Jonah Field Development Agr. between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc. and Well Takeover Agreement dated 8/24/98 between McMurry Oil Company and Snyder Oil Corp.
				T28N-R108W, 6th P.M. Sec. 36: NWNW, S2NW From surface to base of Mesa Verde only.	120.00	8.3333	6.5833	10.00	
	Karen G. Arambel	McMurry Oil Co.	10/15/98 10/14/02	T27N-R106W, 6th P.M. Sec. 27: SWSW Sec. 26: NWSE Sec. 34: NW&NW, S2NW, NWSE Total of 240 lease acres	32.00	33.3333	26.3333	10.67	MCNIC participation approval letter dated 1/21/99 and 4/25/98 Jonah Field Development Agr. Between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.
	Anna Marie Gaviotis	McMurry Oil Co.	10/27/98 / 10/26/02	Same as above	32.00	33.3333	26.3333	10.67	Same as above
	Rosemary & Felix G Abriani, WIH	McMurry Oil Co.	10/27/1998 / 10/26/02	Same as above	32.00	33.3333	26.3333	10.67	Same as above
				TOTALS	**7567.10**			**1618.39**	

1 MCNIC participated in Falcon #1-36 to earn leasehold interest
2 MCNIC has right to earn interest in all or portions of these leases (depending on number of wells drilled per F/O Options), by participating in each well drilled. Acreage listed is maximum available to be earned. MCNIC NRI depends on total revenue interest delivered in subject quarter-quarter or lease block area
3 Holmes Federal 5-1
4 Lease Acreage reported on Exh. A to avoid duplication of gross numbers - this is additional interest in same acreage which is due but not yet assigned to MCNIC.
5 Jonah State 3-36

LandshareO\Norma\LEASEXHIBITS\
Exhibit A-1's\Jonah A-1

Last Revised 4/1/99

EXHIBIT A-1
McMURRY OIL COMPANY
JONAH PROSPECT

NOTE	LESSOR	LESSEE	LEASE DATE EFF / EXP	LEGAL DESCRIPTION	LEASE ACRES	MCNIC WI	MCNIC NRI	MCNIC NET ACRES	APPLICABLE AGREEMENTS
Segregation of Lse #138524 - Rec. Title McMurry Oil Co. 100% Operating - Snyder Oil Corp. 100%. Status of interest to MCNIC undecided.									
	WYW-141885		04-01-96 / 03-31-06	T29N, R109W, Sec. 18: Lots 1-4 E/2, E/2W/2	659.36	33.330000		219.78	4/25/96 Jonah Field Development Agr. between McMurry Oil Co., Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner & CoEnergy Rockies, Inc.

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PRODUCTION PAYMENT CONVEYANCE

ROCKIES ACQUISITION PROPERTIES, INC.,
Grantor

to

HILLTOP GAS, LLC
Grantee

Dated April 21, 1999

272916

30187924

RECORDED April 28 1999 11:35h M
IN BOOK 111 O+G PAGE 169
FEES $15.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Lewton

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Exhibit A - Subject Lands

Schedule 1 - Delivery Schedule
Schedule 2 - Measurement Points
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Schedule 4 - Previous Overproduction
Schedule 5 - Wells and Units

PRODUCTION PAYMENT CONVEYANCE

THIS CONVEYANCE (this "Conveyance") dated as of the Effective Date set out at the end hereof, is from and by ROCKIES ACQUISITION PROPERTIES, INC. a Delaware corporation (herein called "Grantor"), to HILLTOP GAS, LLC, a Delaware limited liability company (herein called "Grantee").

ARTICLE I

Section 1.1 Defined Terms. When used in this Conveyance or in any exhibit or schedule hereto (unless otherwise defined in any such exhibit or schedule), the following terms have the respective meanings assigned to them in this section or in the sections, subsections, exhibits and schedules referred to below:

"Affiliate" means, with respect to any Person: (a) any other Person directly or indirectly owning, controlling or holding with power to vote 33% or more of the outstanding voting securities of such Person, (b) any other Person 33% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, and (c) any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Agreed Rate" means a per annum rate of interest which is equal to the lesser of: (a) that rate of interest (i) which is two percent (2.0%) above the "Prime Rate" announced by Bank of Montreal Chicago Branch from time to time or (ii) which is from time to time agreed by Grantor and Grantee and that is acceptable to Grantee's Funding Sources, and (b) the maximum rate of interest from time to time permitted by applicable law.

"Barrel" means forty-two (42) United States gallons at Sixty Degrees Fahrenheit (60 degrees F) of Crude Oil after deducting any sediment and water present, such volume corresponding to a Net Standard Volume barrel at 60 degrees F as defined in the Annex to Chapter I, American Petroleum Institute Manual of Petroleum Measurements Standards dated October, 1981.

"Base Quantity" means 36,729 MMMBTUs.

"British Thermal Unit" or "BTU" means the amount of energy required to raise the temperature of one pound of pure water one degree Fahrenheit from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit, as defined in the American Gas Association Gas Measurement Manual and any subsequent revisions.

"Certain Percentage" means:

(a) With respect to each portion of Subject Lands described on Exhibit A, the greater of (i) the percentage shown on Exhibit A as the "Certain Percentage" for such portion of Subject Lands or (ii) the portion of Hydrocarbons produced from such portion of Subject Lands which is

attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests) to Subject Interests, and

(b) For each other portion of Subject Lands, the portion of Hydrocarbons produced from such portion of Subject Lands which is attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests) to Subject Interests.

"Commercial Well" shall have the meaning given such term in Section 3.3(c).

"Contract Costs" means all costs incurred by Grantee with respect to any interest rate or commodity swap, hedge or other agreement or other hedging transaction, costs incurred in respect to stranded transportation charges, which for purposes hereof shall mean the volumetric equivalent of any demand charges incurred for firm transportation downstream of the scheduled Measurement Points which transportation could not be utilized as a result of Grantor's failure to deliver the Specified Quantities at the appropriate Measurement Points.

"Designated Event" has the meaning assigned to it in Section 5.1.

"Designated PP Hydrocarbons" has the meaning assigned to it in Section 3.2(b)

"Direct Taxes" means all ad valorem, property, gathering, franchise, transportation, pipeline regulating, gross receipts, severance, production, excise, heating content, carbon, value, value added, environmental, occupation, sales, use, fuel, and other taxes and governmental charges and assessments imposed on all or any part of the Subject Interests, Hydrocarbons produced from Subject Interests or the proceeds thereof, the Production Payment or the PP Hydrocarbons or the proceeds thereof, regardless of the point at which such taxes, charges or assessments are charged, collected, levied or otherwise imposed. The only taxes which are not Direct Taxes are federal and state income taxes.

"Eighty Acre Spacing Properties" means any Subject Interest (or land pooled therewith) designated on the attached Exhibit A under the heading "40 or 80" as having eighty acre spacing for all or any portion of such Subject Interest.

"Environmental Event" means any act, omission, occurrence or circumstance which causes any representation in Section 3.1(j) of the Purchase Agreement to cease to be entirely true and accurate.

"Environmental Laws" means all applicable local, state or federal laws, rules, regulations, or orders regulating or otherwise pertaining to (a) the use, generation, migration, storage, removal, treatment, remedy, discharge, release, transportation, disposal or cleanup of pollutants, contamination, hazardous, wastes, hazardous substances, hazardous materials, toxic substances or toxic pollutants, (b) the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air and any other environmental medium on or off any Subject Interest,

or (c) the environment or health and safety-related matters; including the following as from time to time amended and all others whether similar or dissimilar; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act, as amended, the Toxic Substance Control Act, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, Michigan Department of Environmental Quality Rule 1106 and all other rules and regulations related to H_2S wells, and all regulations promulgated pursuant to any of the foregoing.

"Event" has the meaning assigned to it in Section 3.1(b).

"Force Majeure" shall mean any act, omission, or circumstances occasioned by or in consequence of any blockages, insurrections, riots, epidemics, flood, washouts, landslides, earthquakes, extreme cold or freezing weather, lightening, arrests and restraint of rules and peoples (federal, state, local, tribal, civil or military), civil disturbances, explosions, breakage of or accident to machinery or line or pipe, the order of any court or governmental authority having jurisdiction, or any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming force majeure, not caused by the fault or negligence of such party, and which by the exercise of due diligence such party is unable to prevent or overcome; provided that failures to prevent or settle strikes, changes in market conditions, losses of markets, and changes in tax laws shall not be considered events of Force Majeure.

"Funding Source" has the meaning assigned to such term in the Purchase Agreement.

"Gas" means natural gas and other gaseous hydrocarbons (including casinghead gas, but excluding condensate and other liquid hydrocarbons removed by mechanical field separation prior to the Measurement Points).

"Gas Index" means a price equal to the price as published by Inside F.E.R.C.'s Gas Market Report for the first of the month under the heading "Northwest Pipeline Corp. Rocky Mountains Index" as expressed in dollars per MMBTU; provided, that if such price or report is no longer being published, such other reported price as shall be mutually agreed in good faith by Grantor and Grantee with the consent of the Required Transaction Parties (as defined in the LLC Credit Agreement (as defined in the Purchase Agreement)).

"Grantee" means the Person named in the preamble to this Conveyance as the Grantee, and unless the context in which used shall otherwise require, such term means any successor-owner at the time in question of any or all of the Production Payment.

"Grantor" means the Person named in the preamble of this Conveyance as Grantor, and, unless the context in which used shall otherwise require, such term means and successor-owner at the time in question of any or all of the Subject Interests.

"Hydrocarbons" means Gas and Oil.

"Increased Financing Costs" means all costs or expenses incurred by Grantee under any financing agreement the proceeds of which are used by Grantee to acquire the Production Payment or any portion thereof (or any refinancing, restructuring or rescheduling thereof) or under any hedging or swap agreement, including, without limitation, rescheduling, unwinding, termination or other costs and all increased costs, capital adequacy, interest period breakage, indemnity and other costs and expenses.

"Independent Engineer" has the meaning assigned to such term in the Purchase Agreement.

"Initial Time" shall mean 7:00 A.M. local time at the location of the Subject Interests, respectively, on May 1, 1999.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute or statutes.

"Make-Up Deliveries" means, for each Month during the Production Payment Period, the positive remainder, if any, of (a) the quantity (expressed in MMBTUs, based on MMBTU Content thereof) of PP Hydrocarbons actually received hereunder by Grantee, from the Subject Interests during such Month (as measured at the Measurement Points), minus (b) the Specified Quantity for such Month. All Make-Up Deliveries shall consist of (a) the quantity of Gas produced from such portion of the Subject Lands which is attributable to (or, to the extent pooled or unitized, allocated to) the Subject Interests necessary to reduce the Make-Whole Balance to zero, plus, in the event an insufficient quantity of Gas is produced from such portion of the Subject Lands to reduce the Make-Whole Balance to zero, (b) the quantity of Oil produced from such Subject Lands, not to exceed the amount necessary to reduce the Make-Whole Balance to zero.

"Make-Whole Balance" means, when determined as of the end of any Month during the Production Payment Period, the Make-Whole Balance as of the beginning of such Month adjusted as follows:

(a) Increased by an amount equal to the product of (i) the Volume Shortfall, if any, for such Month, times (ii) the Marker Price (shortfall) for such Month;

(b) Decreased by an amount equal to the product of (i) the Make-Up Deliveries, if any, for such Month, times (ii) the Marker Price (make-up) for such Month;

(c) Increased by any amounts (including Direct Taxes and Reimbursable Expenses) which Grantor is obligated hereunder to pay but has not paid and which are paid (or otherwise borne, including by means of deduction from proceeds) by Grantee during such Month, plus an amount equal to interest on any such amounts at the Agreed Rate for the period from the date such amounts are paid or borne (amounts borne by deduction from proceeds being deemed borne at the time when the proceeds are received from which the same were deducted) by Grantee to the end of such Month;

(d) Decreased by any amounts previously included in the Make-Whole Balance pursuant to clause (c) but for which Grantor has reimbursed Grantee during such Month; and

(e) Increased by an amount equal to the interest which would have accrued during such Month on an amount equal to the sum of (i) the amount computed under clause (a) above, plus (ii) the Make-Whole Balance at the beginning of such Month, had such amount borne interest at the Agreed Rate on each day during such Month.

The Make-Whole Balance at the Initial Time will be zero, and the Make-Whole Balance shall never be reduced by the above adjustments to be less than zero.

"Marker Price (makeup)" means, for each Month the Gas Index.

"Marker Price (shortfall)" means, for each Month the Gas Index.

"Measurement Points" means the points designated as such on Schedule 2.

"MMBTU" means 1,000,000 British Thermal Units.

"MMBTU Content" means the heating value, expressed in MMBTUs, of any particular Hydrocarbons, The MMBTU Content of any particular quantity of Gas shall be the actual heating value thereof as determined on a dry basis. The MMBTU Content of any particular quantity of Oil shall be determined by the following formula.

$$A \times \frac{\text{Oil Index}}{\text{Gas Index}} = B$$

A = quantity of Oil expressed in Barrels
B = MMBtu Content expressed in MMBtu

"MMMBTU" means 1,000,000,000 British Thermal Units.

"Month" means (i) the period between the Initial Time and 7:00 A.M. local time at the location of the Subject Interests, respectively, on the first day of the calendar month following the calendar month in which the Initial Time falls and (ii) thereafter, the period between 7:00 A.M. local time at the location of the Subject Interests respectively on the first day of one calendar month and 7:00 A.M. local time at the location of the Subject Interests respectively on the first day of the next calendar month.

"Non-Affiliate" means, with respect to any Person, any Person who is not an Affiliate of such Person.

"Oil" means crude oil, condensate and other liquid hydrocarbons.

"Oil Index" means in any Month for any Oil the net realized price per barrel received by the Grantee from the sale of Oil in such Month.

"Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, court or governmental unit or any agency or subdivision thereof, or any other legally recognizable entity.

"PP Hydrocarbons" means the Hydrocarbons attributable to the Production Payment.

"Production Payment Document" has the meaning for such term provided in the Purchase Agreement.

"Production Payment" means the limited term overriding royalty interest which is granted herein to Grantee, and all other rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident to such limited term overriding royalty interest.

"Production Payment Percentage" means: (a) for each Month (A) for which there is no Specified Quantity or (B) during and following a Reserve Tail Event, a Specified Event or a Designated Event, ninety percent (90%); provided that if the Production Payment Percentage is or becomes 90% as a result of a Reserve Tail Event, a Specified Event or a Designated Event, then such Production Payment Percentage shall remain 90% unless Grantee shall otherwise consent to a lesser percentage and (b) for each Month (other than a Month described in the foregoing (a)) the lesser of (i) ninety percent (90%) or (ii) that percentage necessary to cause Grantee to receive hereunder a quantity (expressed in MMBTUs based on the MMBTU Content thereof) of Hydrocarbons (measured at the Measurement Points) during such Month equal to the Specified Quantity for such Month, plus that additional quantity (expressed in MMBTUs based on the MMBTU Content thereof) of Hydrocarbons (measured at the Measurement Points) which would be required to cause the Make-Whole Balance to be reduced to zero at the end of such Month.

"Production Payment Period" means the period from and after the Initial Time until the Termination Time.

"Proved Developed Producing Reserves" means, with respect to the Subject Interests, those quantities of Hydrocarbons, estimated by Grantee and Grantee's Funding Sources with reasonable certainty, as demonstrated by geological and engineering data, to be economically recoverable from the Subject Interests by standard producing methods under existing regulatory practices and economic conditions using existing conventional equipment and operating methods from existing completion intervals open for production on the effective date of the evaluation.

"Proved Reserves" means with respect to the Subject Interests, those quantities of Hydrocarbons, estimated by Grantee and Grantee's Funding Sources with reasonable certainty, as

demonstrated by geological and engineering data, to be economically recoverable from the Subject Interests by standard producing methods under existing regulatory practices and economic conditions.

"Purchase Agreement" means the Purchase Agreement of even date herewith between Grantor and Grantee, as amended or modified from time to time.

"Reimbursable Expense" means the aggregate of all reasonable expenses, other than general or administrative expenses, paid or incurred by Grantee which are incidental (a) to Grantor's delivery of any PP Hydrocarbons at any place other than a Measurement Point or in any month other than the month during which such PP Hydrocarbons are scheduled to be delivered pursuant to Schedule 1 hereto (including without limitation, any costs or expenses, including interest, with respect to any Contract Costs and any Increased Financing Costs); (b) to any litigation, contest, release or discharge of any adverse claim or demand made by any Person affecting in any manner whatsoever the Production Payment or the PP Hydrocarbons, including, without limitation, all indemnities and all reasonable fees and expenses of counsel for Grantee and counsel for any Funding Sources; (c) to the exercise by Grantee or its assigns of its right to succeed to the rights of Grantor; or (d) to complete discharge and/or reconveyance of the Production Payment, including, without limitation, all costs, expenses and taxes associated or connected with the withdrawal of Grantee and any of its members as a foreign limited liability company or corporation from any State and the dissolution of Grantee following the discharge of the Production Payment and the fees and out-of-pocket expenses of accountants and counsel employed by Grantee in connection therewith.

"Reserve Tail Event" shall be deemed to have occurred if any of the following shall occur during any of the following periods (i) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by the remaining Proved Developed Producing Reserves ("PDP Reserves") attributable to the Subject Interests, (ii) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by Proved Reserves, or (iii) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by the PDP Reserves attributable to the Subject Interests that are expected to be produced on or before May 1, 2006, shall be more than the percentage set forth opposite such period below based on Grantee's and Grantee's Funding Sources' evaluation of the Proved Developed Producing Reserves or Proved Reserves, as the case may be, using their customary standards and practices for evaluating oil and gas reserves:

Period	(i) Percentage PDP Reserves	(ii) Percentage Proved Reserves	(iii) Percentage PDP Reserves During Term
5/1/99 - 12/31/99	70%	50%	200%
1/1/00 - 12/31/00	60%	50%	150%
1/1/01 - 12/31/01	50%	50%	100%

Period	(i) Percentage PDP Reserves	(ii) Percentage Proved Reserves	(iii) Percentage PDP Reserves During Term
1/1/02 - 12/31/02	40%	40%	75%
1/1/03 - 12/31/03	30%	30%	75%
1/1/04 - 12/31/04	20%	20%	75%
1/1/05 - 12/31/05	20%	20%	75%
1/1/06 - 4/25/06	20%	20%	75%

provided, that for purposes of such calculation, volumes of Oil shall be converted to MMBtu's of Gas by multiplying such Volumes of Oil by six (6) MMBtu's/barrel.

"Retained Interests" means the interests retained by Grantor in the Subject Interests after conveyance of the Production Payment hereunder.

"Specified Event" has the meaning provided in Section 1.1 of the Purchase Agreement.

"Specified Quantity" for any Month means the number of MMBTUs set out for such Month in Schedule 1 hereto. Each Month, the Specified Quantity shall consist of (a) the quantity of Gas produced from such portion of the Subject Lands which is attributable to (or, to the extent pooled or unitized, allocated to) the Subject Interests necessary to total the number of MMBTUs set out for such Month in Schedule 1 hereto, plus, (b) in the event an insufficient quantity of Gas is produced from such portion of the Subject Lands to equal the Specified Quantity for such Month, the quantity of Oil produced from such portion of the Subject Lands necessary to total the number of MMBTUs specified for such Month in Schedule 1 hereto.

"Subject Hydrocarbons" means that portion of the Hydrocarbons in and under and that, during the Production Payment Period, may be produced from (or, to the extent pooled or unitized, allocated to) Subject Lands, which is attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests at the Initial Time which are reflected on Exhibit A) to the Subject Interests.

"Subject Interests" means:

(a) All of those properties described in Exhibit A attached hereto and made a part hereof for all purposes; and

(b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in and under or that may be produced from lands which have been described on Exhibit A hereto (subject to any depth limitations, if any, specified on Exhibit A) or which are described in any lease or other instrument described on Exhibit A hereto but subject to any depth or area limitations, if any, specified on Exhibit A (including interests in oil, gas or mineral leases covering such lands, overriding royalties, production payments and net profits interests in such lands or such leases, and fee mineral interests, fee royalty interests and other interests in such oil, gas and other minerals) even though Grantor's interest in such oil, gas and other minerals may be incorrectly described in, or omitted from, such Exhibit A (and subject to any depth or area limitations, if any, specified in Exhibit A); and

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas or mineral unitization, pooling, or communitization agreements, declarations or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations or declarations, and so-called "working interest units" created under operating agreements or otherwise) relating to the properties described in subsections (a) and (b) above.

"Subject Lands" means (a) the lands and depths described in Exhibit A (where no depth limit is specified, Subject Lands shall include all depths) and (b) all other lands and depths which are covered by Subject Interests.

"Subject Wells" means all wells now located on the Subject Interests or hereafter drilled or proposed to be drilled on the Subject Interests, and any other wells now or hereafter located on lands or leases pooled, communitized or unitized with the Subject Interests.

"Termination Time" has the meaning assigned to it in Section 2.2.

"Title Event" means any act, omission, occurrence, or circumstance which causes any representation in Section 3.1(b) of the Purchase Agreement to cease to be entirely true and accurate.

"Third Party Failure Event" means any act, omission, occurrence or circumstance which causes or constitutes (i) a failure of performance or other breach by any third party, including without limitation any operator, purchaser, processor, gatherer or transporter, of any agreement or obligation arising from or related to Hydrocarbons which have been or are to be produced from the Subject Lands and which has or could reasonably be expected to have a Material Adverse Effect, or (ii) a bankruptcy, reorganization, receivership or similar proceeding against any such third party.

"Volume Shortfall" means, for each Month during the Production Payment Period, the positive remainder, if any, of (a) the Specified Quantity for such Month, minus (b) the quantity of the PP Hydrocarbons (expressed in MMBTUs, based on the MMBTU Content thereof) actually

[redacted] [redacted] [redacted]

received hereunder by Grantee from the Subject Interests during such Month (as measured at the Measurement Points).

Section 1.2 Rules of Construction. All references in this Conveyance to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Conveyance unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Conveyance", "this instrument", "herein", "hereof", "hereunder" and words of similar import refer to this Conveyance as a whole and not to any particular subdivision unless expressly so limited. Unless the context otherwise requires: "including" and its grammatical variations mean "including without limitation"; "or" is not exclusive; words in the singular form shall be construed to include the plural, and vice versa; words in any gender include all other genders; references herein to any instrument or agreement refer to such instrument or agreement as it may be from time to time amended or supplemented; and references herein to any Person include such Person's successors and assigns. All references in this Conveyance to exhibits and schedules refer to exhibits and schedules to this Conveyance unless expressly provided otherwise, and all such exhibits and schedules are hereby incorporated herein by reference and made a part hereof for all purposes.

ARTICLE II

Section 2.1 Conveyance. Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Grantee, as a production payment, a limited term overriding royalty interest equal to the Production Payment Percentage of the Certain Percentage of all Hydrocarbons in and under and that, during the Production Payment Period, may be produced from (or, to the extent pooled or unitized, allocated to) the Subject Lands together with all rights, titles, interests, remedies, powers and privileges appurtenant or incident thereto.

TO HAVE AND TO HOLD the Production Payment unto Grantee, its successors and assigns forever.

Section 2.2 Termination. The Production Payment shall remain in full force and effect until the time (the "Termination Time") which is the later of:

(a) The beginning of the Month which first follows the Month in which the total quantity (expressed in MMBTUs, based on the MMBTU Content thereof) of PP Hydrocarbons actually received by Grantee (measured at the Measurement Points) equals (i) the Base Quantity, plus (ii) the amount (if any) by which (A) the total of all Make-Up Deliveries for all Months from and after the Initial Time exceeds (B) the total of all Volume Shortfalls for all Months from and after the Initial Time (provided that if (B) equals or exceeds (A), the amount under clause (ii) will be zero);

(b) The beginning of the Month which first follows the Month in which the Make-Whole Balance has been reduced to zero as a result of deliveries of PP Hydrocarbons to Grantee and any

other sums owing hereunder to Grantee have been paid; provided, however, that the Production Payment shall in any event terminate whenever twenty-one (21) years less one (1) day shall have elapsed after the death of the survivor of all of the descendants of Joseph P. Kennedy, father of John F. Kennedy, late President of the United States of America, who are living at the date of the earliest execution of this instrument by any of the parties hereto.

In determining when the Termination Time is reached (or in determining Volume Shortfalls or Make-Up Deliveries or the Production Payment Percentage, all as provided for above), all volumes of Hydrocarbons and the MMBTU Content thereof shall be measured at the respective Measurement Points. At the Termination Time all rights, titles and interests herein conveyed in and to any Hydrocarbons thereafter produced shall automatically terminate and vest in Grantor, and, upon request by Grantor, Grantee shall execute and deliver (at Grantor's cost and expense) such instrument or instruments (in proper recordable form, if applicable) as may be necessary to evidence such termination of the Production Payment; provided that, notwithstanding the foregoing or anything herein to the contrary, any obligations which any Person may have to indemnify or compensate Grantee, or to make payments to Grantee on account of PP Hydrocarbons produced before the Termination Time, shall survive any termination of the Production Payment. In the event any individual Subject Interest (or portion thereof, as applicable) should cease to be in force and effect, or otherwise expire before the time this Conveyance and the Production Payment shall terminate in accordance with this Section 2.2, and such individual Subject Interest (or portion thereof, as applicable) not be extended, renewed or replaced, the Production Payment no longer shall apply to that particular Subject Interest (or 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 Base Quantity nor the Make-Whole Balance shall ever be reduced or diminished by reason of the expiration of a Subject Interest (or any portion thereof, as applicable).

Section 2.3 Non Cost Bearing. The Production Payment shall be free of all Direct Taxes, Reimbursable Expenses, and all costs and expenses of exploring, developing, processing and operating the Subject Interests and all costs and expenses of producing Hydrocarbons or compressing, treating, transporting or handling the same prior to the Measurement Points, and all of such Direct Taxes and Reimbursable Expenses and other costs and expenses shall be borne by the Retained Interests and paid by Grantor.

Section 2.4 Hydrocarbons Lost or Used. For the purposes of determining Hydrocarbons attributable to the Production Payment, there shall be excluded from Hydrocarbons produced from (or, to the extent pooled or unitized, allocated to) Subject Lands those Hydrocarbons which are unavoidably lost in the production thereof or in the compression, processing treatment, transportation or handling thereof prior to the applicable Measurement Point, or which are used by Grantor or the Operator of any Subject Interest for such purposes.

Section 2.5 No Proportionate Reduction. It is understood and agreed that, though the Production Payment is conveyed by Grantor to Grantee out of the Subject Interests, such Production Payment shall be equal to the full Production Payment Percentage of the Certain Percentage of the

Hydrocarbons produced from (or to the extent pooled or unitized, allocated to) the Subject Lands, and shall not be reduced for any reason. For example, the same shall not be reduced if the undivided interest in a lease represented by Subject Interests is less than the entire interest in such lease, or if the interest in oil, gas and other minerals underlying any portion of the Subject Lands which is covered by a particular lease (or group of leases) is less than the entire interest in the oil, gas and other minerals in such portion of the Subject Lands, or if the share of production from (or, to the extent pooled or unitized, allocated to) any portion of Subject Lands which is attributable to the Subject Interests is less than the "Certain Percentage" set forth on Exhibit A for such portion of the Subject Lands or if Grantor does not own, or otherwise have good title to, the Subject Interests described on Exhibit A.

ARTICLE III

Operation of the Subject Interests

Section 3.1 Operations.

(a) (i) As between Grantee and Grantor, Grantor shall have exclusive charge, management and control of all operations to be conducted on the Subject Interests. Grantor shall take or cause to be taken any and all actions which a prudent operator would deem necessary or advisable in the exploration, development, operation, maintenance and management thereof and in the production, handling, processing, treating and transportation of Hydrocarbons produced therefrom up to the Measurement Points, and in so acting Grantor shall not take into account the diminution in Grantor's share of production from the Subject Interests caused by the granting of the Production Payment, and Grantor shall make its economic decisions as if Grantor owned the full interest in the Subject Interests undiminished by the Production Payment.

(ii) Without limitation of the foregoing (a)(i), Grantor shall (1) operate and maintain the Subject Interests, or cause the Subject Interests to be operated and maintained, in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction (including all Environmental Laws) and in conformity with all leases and other contracts and agreements forming a part of or relating to the Subject Interests; (2) promptly pay all costs and expenses (including all Direct Taxes and Reimbursable Expenses and all costs, expenses and liabilities for labor, materials and equipment incurred in connection with the Subject Interests and all obligations to the holders of royalty interests and other interests affecting the Subject Interests) incurred in exploring, developing, operating and maintaining the Subject Interests and in producing, handling, processing treating, processing and transporting Hydrocarbons produced therefrom up to the Measurement Points so that Hydrocarbons meet or exceed the quality, heating value and pressure requirements of the transporting pipeline or receiving tank at the Measurement Points; (3) maintain in full force and effect, free of any right of cancellation, forfeiture or termination, the Subject Interests, as well as all contracts, agreements, permits, licenses, easements, servitudes and other rights necessary or useful in connection with the exploration, development, operation or management of the Subject Interests or the producing, handling, processing treating and transporting of Hydrocarbons produced therefrom and (4) drill, develop, complete and operate the Subject

Interests consistently with and to achieve the production profile and projections in the Reserve Report (as defined in the Purchase Agreement) and the reserve reports delivered pursuant to Section 7.3(d) and such that no Reserve Tail Event shall occur and be continuing.

(b) Grantor shall notify Grantee within ten (10) days of Grantor's obtaining knowledge of, any Environmental Event, Title Event, Loss Event (as defined in the Purchase Agreement) Designated Event, Reserve Tail Event or Third Party Failure Event (collectively "Event(s)"). Grantor shall also warrant on a quarterly basis and at any other time, upon written request from Grantee, that no Event has occurred or exists on or in relation to any of the Subject Interests or Subject Lands or if Grantor is unable to so warrant, then setting forth in reasonable detail such Event or Events. In addition to, and not in limitation of, Section 7.3(d), upon the occurrence of any Event, the Grantee or its Funding Sources may retain on its or their behalf, but at Grantor's cost and expense, such engineers, consultants and advisors as it shall determine to advise Grantee and its Funding Sources about the cost and potential impact of such Event on the Grantor, the Grantee, the Subject Interests and the Production Payment.

(c) As to any of the Subject Interests of which Grantor is now, or hereafter becomes, the operator, without the prior written consent of Grantee and its Funding Sources in their sole discretion, Grantor will not resign, or otherwise voluntarily relinquish, its position as operator. In addition, Grantor will not vote to select any operator of any of the Subject Interests which operator is not acceptable to the Grantee and its Funding Sources.

(d) As to any matters which Grantor does not control because Grantor is not at that time the operator of a part of Subject Interests, Grantor shall exercise its full legal rights to cause the operator of such part of Subject Interests to take any and all actions as are required in this Article III.

Section 3.2 Disposition of Production.

(a) Except as provided in Subparagraph (b) below, Grantor shall have no right or obligation to sell PP Hydrocarbons. It is recognized that, except to the extent that Grantor is selling or causing to be sold PP Hydrocarbons pursuant to Section 3.2(b), Grantee and Grantor will each be taking quantities of Hydrocarbons from the Subject Interests, and that coordination between Grantee and Grantor will be required with respect thereto. Grantor agrees to cooperate with, and assist, Grantee in connection with Grantee's receipt of PP Hydrocarbons. Without limitation of the foregoing: (i) not less than five (5) days prior to the first day of each Month, Grantor will notify Grantee or its authorized representatives, in writing, of the total amounts and average daily amounts of Hydrocarbons, if any, which Grantor expects to be produced from the Subject Interests during such Month, and the portion thereof which Grantor projects will be attributable to the Production Payment and the allocation of such amounts between Measurement Points, (ii) Grantor shall immediately notify Grantee in writing of any material change in the rate of delivery of Hydrocarbons from Subject Interests of which Grantor has knowledge, and (iii) Grantor and Grantee will cooperate to ensure that nominations to transporters and buyers are timely made and that such nominations reflect expected deliveries from the various Subject Interests, and Grantee and its authorized

representatives shall be entitled to rely upon Grantor's production projections for the purpose of scheduling deliveries with transporters and purchasers. Should Grantee so request, Grantor will furnish the information provided for in the preceding sentence, and make nominations and schedule deliveries (and make any revisions to such nominations and reschedule deliveries) for PP Hydrocarbons (in the form and at the times required by such parties), directly to parties purchasing and/or transporting PP Hydrocarbons for Grantee. In the event any charges, costs, penalties or expenses are incurred or payable to any party (including such charges, costs, penalties or expenses as are caused by failure to deliver projected quantities, or failure to provide notice of changes in deliveries, or such charges, costs, penalties or expenses are incurred when Grantor is making nominations, and/or revisions to nominations, on behalf of Grantee, as provided for above), then as between the parties hereto, Grantor shall be liable for and shall hold Grantee harmless for such charges, costs, penalties or expenses. Each of Grantor and Grantee shall promptly notify the other of any notice received by it from any third party that indicates an imbalance in deliveries exists or is occurring that may give rise to any such charges, costs, penalties or expenses.

(b) If, and only if, Grantee from time to time so requires in writing with respect to any part of PP Hydrocarbons, Grantor shall sell or cause to be sold such part of the PP Hydrocarbons (the "Designated PP Hydrocarbons") on behalf of Grantee in accordance with reasonable and prudent business judgment and sound oil field practices and on such terms and conditions as Grantor shall determine to be in the best interest of Grantee; provided, however, that all such sales of Designated PP Hydrocarbons:

(i) shall be upon terms and conditions which are the best terms and conditions available as determined in good faith by Grantor taking into account all relevant circumstances, including price, quality of production, access to markets or lack thereof, minimum purchase guarantees, identity of purchaser and length of commitment,

(ii) shall be upon terms and conditions at least as favorable as Grantor obtains for Hydrocarbons not subject to this Conveyance which are of comparable type and quality and in the same location, except where such terms and conditions cannot be made available to sales of the Designated PP Hydrocarbons under contracts in existence at the Initial Time (provided that in all events such terms and conditions must be at least as favorable as those obtained by Grantor or any Affiliate of Grantor in the same oil, gas or mineral properties from which the Designated PP Hydrocarbons are produced, and shall not include consideration other than payment for production delivered),

(iii) shall be made to Non-Affiliates of Grantor and may be made to Affiliates of Grantor if made pursuant to arms' length terms, without recourse, representation or warranties and at a fair market value,

(iv) shall not contain provisions whereby payment for production is (in whole or in part) payable in advance of such production occurring (including "take or pay" provisions), or whereby payment is or can be deferred for more than twenty-five (25) days after the month in which such production is delivered, or whereby payments are made other

than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the immediate payment of money, and

(v) shall be made cancelable upon thirty (30) days or less notice with no resultant penalty.

Grantor will exercise its best efforts to perform all obligations binding on it under any marketing agreements or arrangements so entered into and to enforce the performance of the obligations of third parties thereunder; provided, however, that any failure of performance or other breach of the obligations of any such purchaser shall be a Third-Party Failure Event. As to any third party, all acts of Grantor in marketing the Designated PP Hydrocarbons as provided in this Section and all contracts executed by Grantor shall be binding on Grantee and the Production Payment; it shall not be necessary for Grantee to join in any such contracts. Notwithstanding any provision hereof to the contrary, any acts of Grantor in marketing PP Hydrocarbons which are not in compliance with the provisions of this Conveyance shall be subject to immediate rejection by Grantee. In the event Grantor sells Designated PP Hydrocarbons on behalf of Grantee pursuant to this Section, Grantee shall, nevertheless, be entitled to receive payment of proceeds from such sale directly from the purchasers of such Designated PP Hydrocarbons, and Grantor shall take such actions (including executing all division orders, transfer orders, instructions in lieu thereof and other additional instruments) as are necessary or appropriate to achieve such result.

(c) If any proceeds attributable to the sale of PP Hydrocarbons are ever received by Grantor, such proceeds shall be held in trust by Grantor for Grantee; and Grantor shall pay such proceeds (by wire transfer to such account as Grantee shall have designated from time to time to Grantor) no more than two business days after such receipt thereof by Grantor. Grantor will cooperate with Grantee in instructing all purchasers of PP Hydrocarbons to pay such proceeds directly to Grantee and shall execute such additional instruments (including division orders, transfer orders and instruction in lieu thereof) as may be necessary or appropriate in connection therewith.

(d) No pipeline company or other Person purchasing, taking, or processing PP Hydrocarbons shall ever be required to take notice of, or keep informed concerning, the termination of the Production Payment, until actual receipt of written notice from Grantee confirming that such termination has occurred.

Section 3.3 Shut-in or Abandonment of Subject Wells; Abandonment of Subject Interests.

(a) Until the termination of the Production Payment, Grantor shall not, without first obtaining the written consent of Grantee:

(i) abandon (or propose or consent to the abandonment of) any Subject Well, or surrender, abandon or release (or propose or consent to the surrender, abandonment or release of) any Subject Interest; provided, however, that without the consent of Grantee:

[redacted] [redacted] [redacted]

(A) Subject to the provisions of Section 3.3(d), Grantor shall have the right to abandon a Subject Well if and when such Subject Well ceases to be a Commercial Well and it would not be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee) to restore the productivity of such well by reworking, recompleting, reconditioning, deepening, plugging back, or otherwise conducting remedial work thereon; and

(B) Subject to the provisions of Section 3.3(d), Grantor shall have the right to surrender and release any Subject Interest or any part of a Subject Interest when there is no Commercial Well located thereon and to drill, rework, recomplete, recondition, deepen, plug back or otherwise conduct remedial work on a well thereon would not be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee), provided that no part of a Subject Interests shall be so surrendered or released which is included within the drilling or spacing unit of a Commercial Well;

or

(ii) voluntarily shut-in or restrict the flow from a Subject Well (or propose or consent to such a shut-in or restriction); provided that (A) a shut-in of, or restriction of flow from a well shall not be deemed to be voluntarily made if it is caused by or results from governmental requirements, prudent operation and maintenance requirements, or sound reservoir management requirements, or from an act or event of Force Majeure, and (B) a Subject Well which has ceased to be a Commercial Well and can be abandoned under clause (A) above may be shut-in pending such abandonment.

(b) If, prior to the termination of the Production Payment, a Subject Well ceases to be a Commercial Well, and (i) it would be economically feasible (without regard to the burden of the Production Payment) to restore the productivity of such well by reworking, recompleting, reconditioning, deepening, plugging back, or otherwise conducting remedial work thereon, then Grantor shall (at no cost to Grantee) take or cause to be taken such action to restore the productivity of such well or (ii) it would be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee) to redrill such well, then Grantor shall redrill such well (at no cost to Grantee).

(c) For all purposes of this Conveyance, (i) a well shall be deemed to be a "Commercial Well" unless and until there arises a condition which reasonably appears to be permanent, such that the aggregate value of the Hydrocarbons which are being produced or which it reasonably appears will be produced from such well—net of Direct Taxes and of royalties, overriding royalties and similar burdens reflected in the Certain Percentage (NRI) shown on Exhibit A, but without regard to the burden of this Production Payment or any other production payment owned by Grantee—no longer exceeds or will not exceed the costs and expenses directly related to the operation and maintenance of such well (without limitation, such direct costs and expenses do not include items

which are included in overhead charges under the applicable operating agreement or if there is no such operating agreement, under the 1984 COPAS Accounting Procedure with the election "shall" selected in Article III), and (ii) the restoration of the productivity of a well or the drilling of a well shall be deemed to be "economically feasible" whenever the aggregate value of the Hydrocarbons which it reasonably appears will be produced from such well—net of Direct Taxes and of royalties, overriding royalties and similar burdens reflected in the Certain Percentage (NRI) shown on Exhibit A, but without regard to the burden of this Production Payment or any other production payment owned by Grantee—will exceed the costs and expenses directly related to such restoration or drilling and the operation and maintenance of such well (excluding, without limitation, items included in overhead charges, as described above).

(d) Before abandoning any Subject Well, or surrendering or releasing any Subject Interest or part thereof, Grantor shall offer, in writing, to assign the same to Grantee (or its designee), and, if Grantee so elects within fifteen (15) days of receipt of such offer, Grantor will so assign the same to Grantee (or its designee). This provision shall not be applicable if a well has ceased to be a Commercial Well (in the absence of any breach by Grantor of the provisions hereof) and as a result the Subject Interest on which such well was located has terminated.

Section 3.4 Adverse Claims. Grantor will, immediately after discovery of such claim or demand, cause written notice to be given to Grantee of every adverse claim or demand made by any Person affecting the Subject Interests or the Hydrocarbons produced therefrom in any manner whatsoever, or of any proceedings instituted with respect thereto; and Grantor will cause all necessary and proper steps to be diligently taken (at no cost to Grantee) to protect and defend the Subject Interests and such Hydrocarbons against any such adverse claim or demand.

Section 3.5 Insurance and Losses.

(a) Grantor shall maintain or cause to be maintained, at its sole cost and expense and with financially sound and reputable insurers (which may be pursuant to policies obtained by Parent Company (as defined in the Purchase Agreement)) reasonably satisfactory to Grantee, insurance covering the Subject Interests the Subject Hydrocarbons, the PP Hydrocarbons and all wells, equipment and facilities located thereon or used to transport the PP Hydrocarbons to the Measurement Points or to process the Subject Hydrocarbons, against such liabilities, losses, casualties, risks and contingencies and in such types, as is customary in the case of companies engaged in similar operations and having similar property. Such insurance shall in any event include the types and coverages described in Schedule 3, with limits of coverage no less than those set out in such Schedule. All liability insurance shall name Grantee and its Affiliates and its Funding Sources as additional insureds and all policies shall provide a waiver of subrogation in favor of Grantee and its Affiliate and Funding Sources. Grantor shall furnish annual certificates of such insurance to Grantee showing that such insurance is in force not less than thirty (30) days prior to the expiration or termination of such policy of insurance.

(b) In the event of any damage to or loss of any well, equipment or facility on the Subject Interests or used to transport the PP Hydrocarbons to the Measurement Points or to process the

[redacted] [redacted] [redacted]

Subject Hydrocarbons, Grantor (at no cost to Grantee) shall promptly redrill, rebuild, reconstruct, repair, restore or replace such damaged or lost property.

Section 3.6 Government Regulation.

(a) The obligations of Grantor hereunder shall be subject to all applicable federal, state and local laws, rules, regulations and orders (including those of any applicable agency, board, official or commission having jurisdiction). Grantor shall make or cause to be made all filings with all applicable agencies, boards, officials and commissions having jurisdiction with respect to the Subject Interests or the operation thereof.

(b) Should any statute, or any rules or regulations of any governmental body, or any provisions in private contracts (including those limiting the size of overriding royalties and similar interests) become applicable to the Subject Interests so as to limit the portion of the Hydrocarbons produced from the lands covered by a particular Subject Interest which may be attributable to the Production Payment, the Production Payment shall, as to such Subject Interest and for the period of time during which such statute, rule, regulation or contractual provision is applicable, be limited to the maximum amount of production from such lands which can be attributed to the Production Payment under such statute, rule, regulation or contractual provision; provided, however, should such limitation come into effect as to one or more Subject Interests, then (without prejudice to other rights Grantee may have) that portion of production from (or, to the extent pooled or unitized, allocated to) Subject Lands covered by other Subject Interests which would be attributable to the Production Payment in the absence of the provisions of this subsection shall be increased, to the maximum extent possible (and, if necessary, to 100% of the production attributable to such Subject Interests), so as to cause, to the maximum extent possible, Grantee to receive, by virtue of ownership of the Production Payment, the same amount of Hydrocarbons which Grantee would have received had the aforementioned statute, rule, regulation or contractual provision not reduced the share of production from the aforementioned Subject Interest with respect to which the Production Payment could be paid.

Section 3.7 Pooling and Unitization. Certain of the Subject Interests may have been pooled or unitized for the production of Hydrocarbons prior to the date hereof, and may, after the date hereof, be pooled or unitized (a) pursuant to any law, rule, regulation or order of any governmental body or official, or (b) by Grantor with the consent of Grantee. To the extent certain Subject Interests are so pooled or unitized, such Subject Interests are and shall be subject to the terms and provisions of such pooling and unitization agreements or orders, and, as to production of substances covered by such agreements or orders, the production from Subject Lands (or any portion thereof) shall be the production from such units which is allocated to Subject Lands (or such portion thereof) under and by virtue of the applicable pooling and unitization agreements or orders.

Section 3.8 Non-Consent Operations. Without the prior written consent of Grantee, Grantor shall not (except in instances where the Subject Well would not be a Commercial Well and it would not be economically feasible without regard to the burden of the Production Payment or any other production payment owned by Grantee) elect to be a non-participating party with respect to

any drilling, deepening, plugging back, reworking, sidetracking, completion, or other operation on any Subject Interest (or lands pooled therewith), or (except in instances where abandonment of such well would be permitted without Grantee's consent under Section 3.3) elect to be an abandoning party with respect to a well located on any Subject Interest (or lands pooled therewith), if the consequence of such election is that Grantor's interest in such Subject Well or any part thereof is temporarily (e.g., during a recoupment period) or permanently forfeited to the parties participating in such operations or electing not to abandon such Subject Well. Upon any such election by Grantor which is consented to by Grantee, such election shall also be binding on the Production Payment as to the interest so temporarily or permanently forfeited. Any additional interest acquired by Grantor by virtue of Grantor's electing to pay for or acquire the interest of a non-consenting, or abandoning, party in a situation of the type described in the preceding sentence shall become a part of Subject Interests and subject to the Production Payment.

Section 3.9 Future Imbalances.

(a) Without the prior written consent of Grantee, Grantor will not take (for itself and for Grantee) a lesser share of the Hydrocarbons produced from a Subject Well (which lesser share in the aggregate constitutes a Material quantity) than the share of Hydrocarbons which Grantor and Grantee are collectively entitled to take by virtue of ownership of the Subject Interests (without regard to any rights to take a lesser share under any balancing agreement or other arrangement or any rights under common law with respect to balancing), except as a result of Grantor and Grantee, or any predecessor in title to such Subject Interest, having previously taken from such Subject Well or other wells located on Subject Interests more Hydrocarbons than such parties would be entitled to receive by virtue of their ownership ("previous overproduction"), but only to the extent that the amount of such previous overproduction occurred after the Initial Time or occurred prior to the Initial Time and is disclosed on Schedule 4.

(b) Without the prior written consent of Grantee, Grantor will not take (for itself and for Grantee) a greater share of the Hydrocarbons produced from a Subject Well (which greater share in the aggregate constitutes a Material quantity) than the share of Hydrocarbons which Grantor and Grantee are collectively entitled to take by virtue of ownership of the Subject Interests (without regard to any rights to take a greater share under any balancing agreement or other arrangement or any rights under common law with respect to balancing), except (i) as a result of Grantor and Grantee, or any predecessor in title to such Subject Interest having previously taken from such Subject Well or other wells located on Subject Interests less Hydrocarbons than such parties would be entitled to receive by virtue of their ownership ("previous underproduction"), but only to the extent that the amount of such previous underproduction occurred after the Initial Time or occurred prior to the Initial Time and is disclosed on Schedule 4 or (ii) as a result of other parties contemporaneously taking a lesser share from Subject Well than they would be entitled (by virtue of their ownership of their interests in such well) to take in circumstances where Grantor cannot elect to take only the share attributable to Grantor and Grantee notwithstanding such other parties taking a lesser share.

(c) If, with the consent of Grantee (or in the above provided for circumstances where Grantee's consent is not required), Grantor takes more, or less, Hydrocarbons from a Subject Well than Grantor and Grantee collectively are otherwise entitled to by virtue of ownership of Subject Interests, such action will be binding on the Production Payment and the Certain Percentage, for such well during such period, shall be increased or decreased in proportion to the increase or decrease in Hydrocarbons taken by Grantor (and Grantee shall be subject to, and entitled to the benefits of, any balancing agreements to the extent the same are applicable to such circumstances where Grantee consent is not required), and if Grantee does not agree to such action, Grantor takes more, or less, Hydrocarbons from a Subject Well than Grantor and Grantee collectively are otherwise entitled to by virtue of the ownership of Subject Interests, such action will not be binding on Grantee and the share of Hydrocarbons from such well, which, during such period, is attributable to the Production Payment is the share which would have been attributable thereto absent such action.

Section 3.10 Renewals and Extensions and New Leases. This Conveyance and the Production Payment shall apply to all renewals, extensions and other similar arrangements of the leases (or other determinable interests) which are included in the Subject Interests, whether such renewals, extensions or arrangements have heretofore been obtained by Grantor or are hereafter obtained by or for Grantor or any Affiliate thereof and whether or not the same are described in Exhibit A. For the purposes of the preceding sentence, a new lease which covers the same interest (or any part thereof) which was covered by a prior lease, and which is acquired within one year after the expiration, termination, or release of such prior lease, shall be treated as a renewal or extension of such prior lease.

Section 3.11 Certain Consents. The provisions of the foregoing Sections 3.3 and 3.8 shall not require Grantor to (i) obtain the written consent of Grantee to abandon (or propose or consent to the abandonment of), any Subject Well, (ii) obtain the written consent of Grantee to surrender, abandon or release (or propose or consent to the surrender, abandonment or release of any Subject Interest), or (iii) elect to be a participating party with respect to any drilling, deepening, plugging back, reworking, sidetracking, completion or other operation on any Subject Interest (or land pooled therewith) (the matters in the foregoing clauses (i) through (iii) herein collectively the "Designated Activities"), if, and to the extent either (a) in the case of any Designated Activity with respect to any Subject Well or Subject Interest which is on or includes Eighty Acre Spacing Properties, if, such Eighty Acre Spacing Properties, when aggregated with all other Eighty Acre Spacing Properties which have or include Designated Activities for which Grantor has not had to obtain written consent, or elect as a result of the operation of this Section 3.11(a), does not contain or consist of Subject Interests which include more than 5% of the proved reserves shown in the Reserve Report (as defined in the Purchase Agreement) or (b) such Designated Activity is solely in respect of Subject Interests which are designated on Exhibit A hereto as having 40 acre spacing.

ARTICLE IV

Section 4.1 No Liability of Grantee; Indemnity. GRANTEE SHALL NEVER BE RESPONSIBLE FOR ANY PART OF THE COSTS, EXPENSES OR LIABILITIES INCURRED

IN CONNECTION WITH THE EXPLORING, DEVELOPING, OPERATING, PROCESSING OWNING OR MAINTAINING OF THE SUBJECT INTERESTS OR SUBJECT LANDS OR IN CONNECTION WITH THE HANDLING, TREATING, PROCESSING, OR TRANSPORTING OF HYDROCARBONS PRODUCED THEREFROM (INCLUDING ANY COSTS, EXPENSES OR LIABILITIES RELATED TO DAMAGE TO OR REMEDIATION OF THE ENVIRONMENT, WHETHER OR NOT ARISING OUT OF OWNERSHIP OF AN INTEREST IN PROPERTY), AND GRANTOR AGREES TO INDEMNIFY AND HOLD GRANTEE HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES AND LIABILITIES INCURRED BY GRANTEE IN CONNECTION WITH ANY OF THE FOREGOING OR IN CONNECTION WITH THE PRODUCTION PAYMENT, THE PURCHASE AGREEMENT, THIS CONVEYANCE, OR THE TRANSACTIONS AND EVENTS (INCLUDING THE ENFORCEMENT OR DEFENSE THEREOF OR HEREOF) AT ANY TIME ASSOCIATED WITH OR CONTEMPLATED IN ANY OF THE FOREGOING OR AS A RESULT OF ANY INSURANCE MAINTAINED PURSUANT TO SECTION 3.5 NOT COVERING ANY OF THE SUBJECT HYDROCARBONS, THE SUBJECT INTERESTS, THE PP HYDROCARBONS, THE WELLS, EQUIPMENT AND FACILITIES LOCATED THEREON OR USED TO TRANSPORT THE PP HYDROCARBONS TO THE MEASUREMENT POINTS OR TO PROCESS THE SUBJECT HYDROCARBONS AND THE GRANTEE, ITS SUCCESSORS AND ASSIGNS (INCLUDING GRANTEE'S MORTGAGEES AND FUNDING SOURCES), ALL THEIR RESPECTIVE AFFILIATES AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES AGAINST ANY LIABILITIES, LOSSES, CASUALTIES, RISKS OR CONTINGENCIES (INCLUDING AS A RESULT OF ANY DEDUCTIBLE, SELF INSURANCE OR POLICY FAILURE OR EXCLUSION). THE FOREGOING INDEMNITY SHALL ALSO COVER ALL COSTS AND EXPENSES OF GRANTEE, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, WHICH ARE INCURRED INCIDENT TO THE MATTERS INDEMNIFIED AGAINST, AND SHALL EXTEND TO GRANTEE AND ITS SUCCESSORS AND ASSIGNS (INCLUDING GRANTEE'S MORTGAGEES AND FUNDING SOURCES), ALL THEIR RESPECTIVE AFFILIATES AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES. THE FOREGOING INDEMNITY SHALL APPLY WHETHER OR NOT ANY COSTS, EXPENSES, OR LIABILITIES ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTEE OR OF ANY OTHER PERSON OR ENTITY INDEMNIFIED HEREUNDER AND SHALL APPLY, WITHOUT LIMITATION, TO ANY LIABILITY IMPOSED UPON ANY PERSON INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION, THEORY OF STRICT LIABILITY OR OTHERWISE, UNLESS SUCH JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTEE OR OF ANY OTHER PERSON OR ENTITY INDEMNIFIED HEREUNDER IS THE PREDOMINANT CAUSE OF ANY SUCH COST, EXPENSE OR LIABILITY AND SUCH JOINT OR CONCURRENT NEGLIGENCE CONSTITUTES GROSS NEGLIGENCE OR WILFUL MISCONDUCT. THE FOREGOING INDEMNITY SHALL SURVIVE THE TERMINATION OF THE PRODUCTION PAYMENT AND OF THIS CONVEYANCE.

ARTICLE V

Section 5.1 Remedies. As used herein, "Designated Event" means any breach of this Conveyance or of the Purchase Agreement by Grantor (whether of a covenant, a representation or warranty, or otherwise) which, in the case of an obligation to pay money or to report the occurrence of any Event, as such term is defined in Section 3.1(b) hereof, is not fully cured within ten (10) days after such breach occurs or which, in the case of any other breach, is not fully cured and remedied within thirty (30) days after such breach occurs. If a Designated Event occurs then Grantee may, either on its own behalf or through any agent or representative and in addition to all other rights and remedies available to it at law and equity (including the right to sue for damages, which right of Grantee is specifically acknowledged) and in addition to the adjustment of the Production Payment Percentage, exercise any one or more of the following remedies (it being agreed that the exercising of any one remedy shall not preclude the exercising of any other remedy):

(a) If Grantor has failed to perform any act or to take any action which Grantor is required hereunder, or under any other Production Payment Document, to perform or take or to pay any money which Grantor is required hereunder to pay, then, upon written notice to Grantor, Grantee may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, all in Grantor's name or in Grantee's own name. Any expenses so incurred by Grantee and any money so paid by Grantee shall be a demand obligation owing by Grantor to Grantee (which obligation Grantor hereby expressly promises to pay) and Grantee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Grantor to Grantee pursuant to this subsection shall bear interest each day, from the date of such expenditure or payment until paid, at the Agreed Rate, which interest shall be payable on the first day of each Month and shall itself bear interest at the same rate if not timely paid.

(b) Upon written notice to Grantor, Grantee shall have the right (and is hereby assigned such right) to require any or all of the purchasers of production from Subject Interests to pay to Grantee or any trustee or paying agent designated by Grantee all or any part of the proceeds of Hydrocarbons attributable to Subject Interests. Such proceeds shall be used by Grantee or such trustee or paying agent to pay to Grantee all amounts to which Grantee is entitled by virtue of this Conveyance and to reimburse Grantee for amounts expended in exercising such right and for all reasonable costs and expenses of any such trustee or paying agent. Grantee or such trustee or paying agent shall pay to Grantor the net amounts, if any, remaining after (i) making any payments to third parties which Grantee elects to make under subparagraph (a) above, and (ii) making any payments then due to Grantee as provided for above in this subsection or elsewhere in this Conveyance. Where Grantee or such trustee or paying agent does not have actual knowledge of any item or of the exact amount thereof, Grantee or such trustee or paying agent may in its discretion estimate the amount thereof. IN CONNECTION WITH ANY ACTION TAKEN BY GRANTEE OR SUCH TRUSTEE OR PAYING AGENT PURSUANT TO THIS SUBSECTION, GRANTEE OR SUCH TRUSTEE OR PAYING AGENT SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY ACT OR OMISSION OF GRANTEE OR SUCH TRUSTEE OR PAYING AGENT UNLESS SUCH LOSS IS CAUSED BY THE GROSS

NEGLIGENCE OR WILFUL MISCONDUCT OF GRANTEE OR SUCH TRUSTEE OR PAYING AGENT. Grantor will cause to be prepared and executed all division orders, transfer orders, and instructions in lieu thereof which Grantee may require to facilitate exercise of the remedies provided for in this subsection.

(c) Grantee shall be entitled to apply to a court of competent jurisdiction for the specific performance or observance of any covenant or agreement or in aid of the execution of any power herein granted and for the appointment of a receiver for the Subject Interests and the Subject Hydrocarbons, but no such appointment shall prejudice or affect the rights of Grantee to receive all PP Hydrocarbons, any proceeds thereof and any amounts due hereunder.

Section 5.2 Termination of Remedies. The specific rights to which Grantee may become entitled under Sections 5.1(a) through (c) shall cease to be exercisable when all Designated Events have ceased to exist for a continuous period of thirty (30) days or more (provided that the effecting of performance or observation of any unperformed covenant or agreement, or other resolution of a Designated Event, by Grantee or Grantee's agent or representative shall not be deemed to cure such Designated Event), without prejudice, however, to the exercise of any such rights upon any subsequent occurrence of a Designated Event. Nothing in this Section shall impose limitations or otherwise inhibit the exercise of any other rights which Grantee may have.

ARTICLE VI

Section 6.1 Assignments by Grantor. Without the prior written consent of Grantee, Grantor shall not assign, sell, transfer, convey, mortgage or pledge all or any part of the Subject Interests or create a security interest therein except for mortgages, liens and pledges in favor of Grantee.

Section 6.2 Assignments by Grantee. Grantee shall have the right to assign the Production Payment in whole or in part, including without limitation, the right to assign to an affiliated entity. Grantor agrees that it will confirm any such assignment in form and substance satisfactory to Grantee. Grantee shall provide Grantor with prompt notice of any such assignment, but failure to provide such notice shall not impair the validity of such assignment.

Section 6.3 Binding Effect. All the covenants and agreements of Grantor herein contained shall be deemed to be covenants running with the Subject Interests and the lands covered thereby or included therein. All of the provisions hereof shall inure to the benefit of and be binding upon each party hereto and its successors and assigns.

ARTICLE VII

Section 7.1 Access to Books and Records. In addition to any reports and information specifically required by the terms of this Conveyance, Grantor agrees to furnish to Grantee and its agents and representatives and Grantee's lenders and Funding Sources and their representatives full information pertaining to the operation of the Subject Interests, at all reasonable times as Grantee

may reasonably request. Grantor will permit representatives designated by Grantee, including independent accountants, agents, attorneys, and other Persons, at reasonable times and from time to time during normal business hours upon consultation with, or reasonable notice to, the Grantor, to visit and inspect the Subject Interests and the Subject Lands and Grantor's books and records pertaining to the Subject Interests and the Subject Lands (and to make copies and photocopies from such records and to write down and record such information as such representatives may request), and Grantor shall permit Grantee and its designated representatives reasonably to investigate and verify the accuracy of information furnished to Grantee hereunder or in connection herewith and to discuss all such manners with its officers, employees and representatives and with the operators of the Subject Interests.

Section 7.2 Access to Geological Data. Except to the extent expressly prohibited by binding agreements in effect on the Effective Date, upon request Grantor shall furnish to Grantee copies of all electric and other logs of all wells hereafter drilled on the Subject Interests and the Subject Lands and all seismic data (and interpretations thereof) obtained by Grantor with respect to the Subject Interests or lands covered thereby, and Grantee shall also have access to all cores, cuttings, and other non-interpretative geological, well, and production data secured by Grantor with respect to the Subject Interests.

Section 7.3 Periodic Reports. Grantor will furnish the following statements and reports to Grantee at Grantor's expense:

(a) Upon request of Grantee, but not more often than quarterly, Grantor shall furnish reports, in detail reasonably acceptable to Grantee, concerning any material change in methods of operation of all or any Subject Wells, and new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Subject Interests, the decision as to which may materially increase or reduce the quantity of Hydrocarbons ultimately recoverable from the Subject Interests, or the rate of production therefrom, or which may shorten or prolong the period of time required for termination of the Production Payment.

(b) Monthly, within forty-five (45) days after the end of the Month to which such report applies, Grantor shall furnish a report, in detail reasonably acceptable to Grantee, showing: (i) the gross production of Hydrocarbons from the Subject Interests (including, and separately identifying, the quantities thereof, if any, used in lease operations), (ii) the quantity of Hydrocarbons sold for Grantor's account, (iii) the quantity of PP Hydrocarbons delivered in kind to Grantee, (iv) the quantity of PP Hydrocarbons, if any, sold for Grantee's account in the circumstances provided for in Section 3.2(b), (v) the Direct Taxes paid by Grantor on production from the Subject Interests (including the Production Payment), whether paid directly or deducted from or paid out of proceeds, (vi) the most recent status of any imbalances, if any, affecting the Subject Interests, (vii) the cumulative amount of Hydrocarbons remaining to be delivered pursuant to the Production Payment, (viii) if requested by the Grantee the number of wells operated, wells drilled and wells abandoned on the Subject Interests, and (x) if requested, the costs to Grantor of operating the Subject Interests. To the extent that any of such information is not available to Grantor (despite all reasonable efforts

to obtain same) at the time the monthly report is furnished, it shall be supplied to Grantee promptly after receipt.

(c) Monthly, within thirty (30) days after the end of the Month to which such report applies, Grantor shall furnish a report, in detail acceptable to Grantee, showing the calculations of the Make-Whole Balance.

(d) Grantor shall promptly furnish to Grantee reserve reports covering the Subject Interests, prepared in form and scope reasonably acceptable to Grantee and Grantee's Funding Sources and which are responsive to the requirements of any financing obtained by Grantee to fund the acquisition of this Production Payment and, using such pricing and other economic parameters as the Grantee may request (consistent with marketing arrangements to which Grantor's interest in Subject Interests is then subject) and, if an Event shall have occurred and Grantee or its Funding Sources shall determine that such matter could reasonably be expected to have a material impact on the Production Payment, taking into account the projected economic and production impact thereof.

(e) (1) Quarterly within sixty (60) days after the end of each of the first three fiscal quarters of Grantor and the Parent unaudited financial statements as of the end of and for such period, including a balance sheet as of the end of such quarter and statements of income and cash flows on a quarterly and year to date basis, prepared in accordance with generally accepted accounting principles, certified by the Grantor and the Parent, respectively, or a third party acceptable to the Funding Sources as having been prepared in accordance with generally accepted accounting principles consistently applied.

(2) As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Grantor and the Parent, financial statements for such year including therein the balance sheets of the Grantor and the Parent as of the end of such fiscal year and related statements of income and cash flows for such fiscal year setting forth in each case in comparative form the corresponding figures for the previous fiscal year, all certified as correct by the Grantor and the Parent, respectively, or a third party acceptable to the Funding Sources, and at the request of any of the Funding Sources accompanied by the report of independent public accountants of recognized national standing.

(f) Except to the extent that agreements in effect on the date hereof prohibit the furnishing of same to Grantee, upon request of Grantee, copies of surface maps showing property lines and well locations, well logs, core analysis data, flow and pressure tests, natural gas analysis and casing programs and other similar information related to the Subject Interests, Subject Wells and the production therefrom.

(g) Upon request of Grantee, at any time and from time to time, Grantor will provide at Grantor's sole expense an inspection or audit of the Subject Interests or the Subject Lands from an engineering or consulting firm approved by Grantee and, if Grantee so elects, retained by and on behalf of Grantee or its authorized representative (but at Grantor's cost and expense), indicating

compliance or non-compliance with Environmental Laws or the cost and potential impact of any Event upon the Grantor, the Grantee, the Subject Interests and the Production Payment.

ARTICLE VIII

Section 8.1 Warranty. Grantor hereby binds itself to warrant and forever defend all and singular title to the Production Payment and the PP Hydrocarbons unto Grantee, its successors and assigns, against every person claiming or to claim the same or any part thereof. Grantor represents and warrants to Grantee that the ownership of Grantor of the Subject Interests does and will, with respect to each well or unit listed on Schedule 5 hereto (each item identified as a unit on Schedule 5 is a unit; each other item is a well): (a) entitle Grantor to receive (subject to the Production Payment), free and clear of liens and encumbrances, a decimal share of the Hydrocarbons produced from, or allocated to, such well or unit equal to not less than the decimal interest set forth in Schedule 5 in connection with such well or unit in the column headed "Net Revenue Interest", and (b) cause Grantor to be obligated to bear a decimal share of the cost of operation of such well or unit in the column headed "Working Interest", and such shares of production which Grantor is entitled to receive, and shares of expenses which Grantor is obligated to bear, are not and will not be subject to change except, and only to the extent that, such changes are reflected on Schedule 5. This Conveyance is made with full substitution and subrogation of Grantee in and to all covenants, representations and warranties by others heretofore given or made with respect to the Subject Interests.

Section 8.2 Choice of Law. This Conveyance shall be construed and enforced in accordance with and governed by the laws of the State of New York (without regard to conflict of law principles thereof that would cause another state's law to apply) and the laws of the United States of America, except that, to the extent that the law of a state in which a portion of the Subject Interests is located (or which is otherwise applicable to a portion of the Subject Interests) necessarily governs with respect to procedural and substantive matters relating to the Production Payment, the law of such state shall apply as to that portion of the Subject Interests located in (or otherwise subject to the laws of) such state.

Section 8.3 Intentions of the Parties. Nothing herein contained shall be construed to constitute either party hereto (under state law or for tax purposes) in partnership with the other party. In addition, the parties hereto intend that the Production Payment shall at all times be treated (and all provisions of this Conveyance shall be construed and treated accordingly): (a) as a production payment and a limited term overriding royalty interest and an interest in real property under the laws of each state in which Subject Interests are located; and (b) for federal and state income tax purposes only, as a mortgage loan (and not a "royalty" or other "economic interest" in Hydrocarbons) within the meaning of the Internal Revenue Code and the regulations and judicial authority relating thereto, which mortgage loan shall be deemed by the parties hereto to bear interest at the appropriate applicable federal rate as published by the Internal Revenue Service (with payments made hereunder being accordingly allocated between principal and interest), and Grantee and Grantor will so report the Production Payment on their federal and state income tax returns, if any.

Section 8.4 Further Assurances. Grantor agrees to execute and deliver to Grantee all such other and additional instruments, notices, division orders, transfer orders and other documents to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the rights, titles, interest and estates conveyed to Grantee hereby or intended or purported to be so conveyed.

Section 8.5 Partition. Grantor and Grantee acknowledge that neither has any right or interest that would permit it to partition any portion of the Subject Interests as against the other, and each waives any such right.

Section 8.6 Notices and Addresses. All notices and other communications required or permitted under this Conveyance shall be in writing and, unless otherwise specifically provided, shall be delivered personally or by telecopier or (except for periodic reports provided for under Section 7.3 above which may be sent by regular mail) by registered or certified mail, postage prepaid, or by delivery service with proof of delivery, at the respective addresses shown opposite the signatures of Grantee and Grantor to this instrument, and shall be deemed delivered on the date of receipt. Either party may specify as its proper address any other post office address within the continental limits of the United States by giving notice to the other party, in the manner provided in this Section, at least fifteen (15) days prior to the effective date of such change of address.

Section 8.7 Counterparts. This Conveyance is being executed in multiple counterparts, all of which are identical, except that, (i) to facilitate recordation, in certain counterparts hereof only those portions of Exhibit A which contain descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and (ii) Schedules 2, 3 and 4 may be omitted from counterparts hereof which are being recorded. All of such counterparts shall constitute one and the same instrument. Complete copies of this Conveyance containing the entirety of Exhibit A, and all schedules hereto, have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Conveyance is executed this 21st day of April, 1999.

Witnesses:

Name: P.E. DUGHAN

Name: Christian A. Campbell

ROCKIES ACQUISITION PROPERTIES, INC.

By:

Name: Thomas H. Nee

Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 21st day of April, 1999, by Thomas H. Neel as President of ROCKIES ACQUISITION PROPERTIES INC., a Delaware corporation, on behalf of said corporation.

SUZANNE B. SNOW
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 21, 2002

Suzanne B. Snow
NOTARY PUBLIC, STATE OF TEXAS

My commission expires:

12/21/2002

Exhibit A To Production Payment Conveyance
dated as of April 21, 1999

List of Properties

SEE ATTACHED

1. Unit designations, unit tract descriptions, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A and any headings shall not be deemed to limit or otherwise diminish the interests being subjected to the encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease. This instrument is limited to the entire interest of Seller in the land and depth limitations described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A 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 A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the Subject Interests are located and in which records such documents are or in the past have been customarily recorded, whether deed records, oil and gas records, oil and gas lease records or other records.

4. 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.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
ST WY 90-00365	Wold Oil & Gas Co.	6/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				96	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.88			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1- 5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2- 5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11- 5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15- 5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1- 6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16- 6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3- 6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5- 6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1- 7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3- 7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3- 7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9- 7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-108W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 8-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14				92	407				P
								NW-SE	NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14				92	12				P
								NW-SW	NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11				93	321				P
								NW-SE	NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 11-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2				94	461				P
								SE-SE	SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)	YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE		40			0.33333	0.26333	40	P
								NW-SE (Lot 2)		32.3525			0.33333	0.26333	40	P
WYW-141756	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25			Segregated from Base Lease #WYW127749						P
								NE-NE	CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE	CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE	CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW	CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW	CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE	CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW	NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18			Segregated from Base Lease #WYW125948						P
								SE-SE	SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE		40	88	371	0.33333	0.26333	40	P

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	88	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.08667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1- 4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2- 4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3- 4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14- 4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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SCHEDULE 1

DELIVERY SCHEDULE

[redacted] [redacted] [redacted]

Schedule 1

Delivery Month	Scheduled Quantity (MMMBTU)
May-1999	551.250
Jun-1999	551.250
Jul-1999	551.250
Aug-1999	551.250
Sep-1999	551.250
Oct-1999	551.250
Nov-1999	551.250
Dec-1999	551.250
Jan-2000	518.500
Feb-2000	518.500
Mar-2000	518.500
Apr-2000	518.500
May-2000	518.500
Jun-2000	518.500
Jul-2000	518.500
Aug-2000	518.500
Sep-2000	518.500
Oct-2000	518.500
Nov-2000	518.500
Dec-2000	518.500
Jan-2001	486.667
Feb-2001	486.667
Mar-2001	486.667
Apr-2001	486.667
May-2001	486.667
Jun-2001	486.667
Jul-2001	486.667
Aug-2001	486.667
Sep-2001	486.667
Oct-2001	486.667
Nov-2001	486.667
Dec-2001	486.667
Jan-2002	456.250
Feb-2002	456.250
Mar-2002	456.250
Apr-2002	456.250
May-2002	456.250
Jun-2002	456.250
Jul-2002	456.250
Aug-2002	456.250
Sep-2002	456.250
Oct-2002	456.250
Nov-2002	456.250
Dec-2002	456.250
Jan-2003	425.833
Feb-2003	425.833

Schedule 1

Mar-2003	425.833
Apr-2003	425.833
May-2003	425.833
Jun-2003	425.833
Jul-2003	425.833
Aug-2003	425.833
Sep-2003	425.833
Oct-2003	425.833
Nov-2003	425.833
Dec-2003	425.833
Jan-2004	366.000
Feb-2004	366.000
Mar-2004	366.000
Apr-2004	366.000
May-2004	366.000
Jun-2004	366.000
Jul-2004	366.000
Aug-2004	366.000
Sep-2004	366.000
Oct-2004	366.000
Nov-2004	366.000
Dec-2004	366.000
Jan-2005	365.000
Feb-2005	365.000
Mar-2005	365.000
Apr-2005	365.000
May-2005	365.000
Jun-2005	365.000
Jul-2005	365.000
Aug-2005	365.000
Sep-2005	365.000
Oct-2005	365.000
Nov-2005	365.000
Dec-2005	365.000
Jan-2006	225.000
Feb-2006	225.000
Mar-2006	225.000
Apr-2006	225.000
Total	36,729

SCHEDULE 2

MEASUREMENT POINTS

Questar Pipeline
Blacks Fork Plant Outlet
Questar Exchange Point (MAP 246)
Located in Section 10, Township 18N, Range 112E
Sweetwater County, Wyoming

Western Gas Resources
Granger Plant Outlets
Colorado Interstate Gas Exchange Point (Blue Forest)
Northwest Pipeline Exchange Point (Green River Gathering)
Questar Pipeline Exchange Point (Blue Forest Tap)
FMC (soda ash plant)
Solvay (soda ash plant)
All located in Section 16, Township 18N, Range 111W
Sweetwater County, Wyoming

Williams Field Services
Opal Plant Outlets
Colarado Interstate Gas Exchange (OPALKING)
Kern River Pipeline Exchange Point (OPALKERN)
Northwest Pipeline Exchange Point (OPAL)
All located in Section 27, Township 21N, Range 114W
Lincoln County, Wyoming

SCHEDULE 3

INSURANCE TO BE CARRIED BY GRANTOR

1) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, and Employer's Liability with limits of $2,000,000 each accident, $2,000,000 disease each employee, and $2,000,000 disease policy limit. If work is to be performed in Nevada, North Dakota, Ohio, Washington, Wyoming or West Virginia, Grantor will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. Grantor may fulfill its workers' compensation obligations through a program of self-insurance in any state where Grantor has met the statutory requirements for self-insuring workers' compensation in that particular state.

2) General Liability insurance on an occurrence form with a combined single limit of $2,000,000 each occurrence, and annual aggregates of $2,000,000 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and explosion, collapse and underground.

3) Automobile Liability insurance with a combined single limit of $2,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

4) Excess or Umbrella Liability insurance with a combined single limit of $35,000,000 each occurrence, and annual aggregates of $35,000,000, for bodily injury and property damage covering excess of Employers Liability and the insurance described in (2) and (3) above.

5) All-Risk Property insurance damage to physical assets caused by fortuitous events and any business interruption loss resulting from such damage in an amount of $100,000,000 each occurrence. Coverage for physical damage to pipeline systems may be limited to locations above ground and at water crossings, but coverage for product in the pipeline shall include all locations.

6) Energy Exploration and Production insurance, including coverage for control of well, well redrilling and restoration expenses and legal and contractual liability arising out of seepage and pollution from wells in an amount of $50,000,000 each occurrence.

[redacted] [redacted] [redacted]

SCHEDULE 4

PREVIOUS OVERPRODUCTION

None

SCHEDULE 5

WELLS AND UNITS

[redacted] [redacted] [redacted]

Schedule V. Wells and Units

STATE	CNTY	Township	Range	Section	UNIT NAME	LOCATION	WELL NAME	Working Interest	Net Revenue Interest
WY	Sublette	29N	108W	36	N/A				
WY	Sublette	29	108	36		NW-NE	STD HRS BT 2-36	0.17333	0.13693
WY	Sublette	29	108	36		NW-NW	STD HRS BT 4-36	0.17333	0.13693
WY	Sublette	29	108	36		SE-NW	STD HRS BT 6-36	0.17333	0.13693
WY	Sublette	29N	108W	16	N/A				
WY	Sublette	29	108	16		SW-SW	STD HRS BT 13-16	0.33333	0.26333
WY	Sublette	29N	108W	34	N/A				
WY	Sublette	29	108	34		SW-NE	JONAH FDRL 32-34	0.33333	0.26333
WY	Sublette	29	108	34		NE-NW	STD HRS BT 3-34	0.33333	0.26333
WY	Sublette	29	108	34		SW-SW	STD HRS BT 13-34	0.33333	0.26333
WY	Sublette	29	108	34		SW-SE	STD HRS BT 15-34	0.33333	0.26333
WY	Sublette	29N	108W	35	N/A				
WY	Sublette	29	108	35		NE-NE	STD HRS BT 1-35	0.33333	0.26333
WY	Sublette	29	108	35		NE-NW	STD HRS BT 3-35	0.33333	0.26333
WY	Sublette	29	108	35		NE-SW	STD HRS BT 11-35	0.33333	0.26333
WY	Sublette	29	108	35		SW-SW	STD HRS BT 13-35	0.33333	0.26333
WY	Sublette	29N	108W	27	N/A				
WY	Sublette	29	108	27		NE-SW	STD HRS BT 11-27	0.17333	0.13693
WY	Sublette	29	108	27		SW-SW	STD HRS BT 13-27	0.06667	0.05267
WY	Sublette	29N	108W	27	N/A				
WY	Sublette	29	108	27		SW-NW	STD HRS BT 5-27	0.17333	0.13693
WY	Sublette	29	108	27		NE-SE	STD HRS BT 9-27	0.17333	0.13693
WY	Sublette	29	108	27		NE-NE	STD HRS BT 1-27	0.17333	0.13693
WY	Sublette	28N	108W	5	N/A				
WY	Sublette	28	108	5		NW-SW	JONAH FDRL 1- 5	0.16750	0.13232
WY	Sublette	28	108	5		NW-SE	JONAH FDRL 2- 5	0.16750	0.13232
WY	Sublette	28N	108W	6	N/A				
WY	Sublette	28	108	6		NW-SE	JONAH FDRL 1- 6	0.16750	0.13232
WY	Sublette	28N	108W	7	N/A				
WY	Sublette	28	108	7		SW-NW	JONAH 5-7	0.16750	0.13232
WY	Sublette	28	108	7		NE-NE	JONAH FDRL 1- 7	0.16750	0.13232
WY	Sublette	28	108	7		NW-SW	JONAH FDRL 3- 7	0.16750	0.13232
WY	Sublette	28N	108W	8	N/A				
WY	Sublette	28	108	8		NE-NE	JONAH FDRL 1- 8	0.33333	0.26333
WY	Sublette	28	108	8		NW-NW	JONAH FDRL 2- 8	0.33333	0.26333
WY	Sublette	28	108	8		NW-NW	JONAH FDRL 2- 8A	0.33333	0.26333
WY	Sublette	29N	108W	33	N/A				
WY	Sublette	29	108	33		NE-NE	STD HRS BT 1-33	0.33333	0.26333
WY	Sublette	29	108	33		NE-NW	STD HRS BT 3-33	0.33333	0.26333
WY	Sublette	29	108	33		NE-SW	STD HRS BT 11-33	0.33333	0.26333
WY	Sublette	29	108	33		SW-SE	STD HRS BT 15-33	0.33333	0.26333
WY	Sublette	29N	108W	31	Corona Unit				
WY	Sublette	29	108	31		NE-SE	CORONA 9-31	0.33333	0.26333
WY	Sublette	29	108	31		SW-SE	CORONA 15-31	0.33333	0.26333
WY	Sublette	29	108	31		NE-NW	CORONA 3-31	0.33333	0.26333
WY	Sublette	29N	108W	28	N/A				
WY	Sublette	29	108	28		NE-NW	STD HRS BT 3-28	0.17333	0.13693

Schedule 5

Schedule V. Wells and Units

STATE	CNTY	Township	Range	Section	UNIT NAME	LOCATION	WELL NAME	Working Interest	Net Revenue Interest
WY	Sublette	29	108	28		NE-SE	STD HRS BT 9-28	0.17333	0.13693
WY	Sublette	29	108	28		NE-SW	STD HRS BT 11-28	0.17333	0.13693
WY	Sublette	29	108	28		SW-SW	STD HRS BT 13-28	0.17333	0.13693
WY	Sublette	29	108	28		SW-SE	STD HRS BT 15-28	0.17333	0.13693
WY	Sublette	29N	108W	26	N/A				
WY	Sublette	29	108	26		NE-NW	STD HRS BT 3-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-NW	STD HRS BT 5-26	0.17333	0.13693
WY	Sublette	29	108	26		NE-SW	STD HRS BT 11-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-SW	STD HRS BT 13-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-SE	STD HRS BT 15-26	0.17333	0.13693
WY	Sublette	28N	109W	11	Corona Unit				
WY	Sublette	28	109	11		NE-SE	YELLOW POINT 9-11	0.33333	0.26333
WY	Sublette	28N	109W	2	Corona Unit				
WY	Sublette	28	109	2		NE-SE	YELLOW POINT 1- 2	0.33333	0.26333
WY	Sublette	29N	108W	25	Cabrito Unit				
WY	Sublette	29	108	25		NE-NE	CABRITO 1-25	0.33333	0.26333
WY	Sublette	29	108	25		SW-SW	CABRITO (SHB) 13-25	0.33333	0.26333
WY	Sublette	29	108	25		NE-SW	CABRITO 11-25	0.33333	0.26333
WY	Sublette	29	108	25		SW-NE	CABRITO 7-25	0.33333	0.26333
WY	Sublette	29N	108W	29	N/A				
WY	Sublette	29	108	29		SW-NW	STD HRS BT 5-29	0.17333	0.13693
WY	Sublette	29	108	29		NE-SW	STD HRS BT 11-29	0.17333	0.13693
WY	Sublette	29N	108W	29	N/A				
WY	Sublette	29	108	29		SW-SE	STD HRS BT 15-29	0.06667	0.05267
WY	Sublette	28N	109W	1	N/A				
WY	Sublette	28	109	1		SW-SE	YELLOW POINT 7- 1	0.33333	0.26333
WY	Sublette	28N	109W	12	N/A				
WY	Sublette	28	109	12		NE-NE	YELLOW POINT 1-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-NE	YELLOW POINT 7-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-SE	YELLOW POINT 9-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-SW	YELLOW POINT 11-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-SW	YELLOW POINT 13-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-SE	YELLOW POINT 15-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-NW	YELLOW POINT 3-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-NW	YELLOW POINT 5-12	0.33333	0.26333
WY	Sublette	28N	109W	13	N/A				
WY	Sublette	28	109	13		NE-NW	YELLOW POINT 3-13	0.17333	0.13693
WY	Sublette	28	109	13		SW-NE	YELLOW POINT 7-13	0.17333	0.13693
WY	Sublette	28	109	13		NE-NE	YELLOW POINT 1-13	0.17333	0.13693
WY	Sublette	28	109	13		SW-NW	YELLOW POINT 5-13	0.17333	0.13693
WY	Sublette	28N	108W	4	N/A				
WY	Sublette	28	108	4		NE-SW	JONAH FDRL 1- 4	0.33333	0.26333
WY	Sublette	28	108	4		SW-SW	JONAH FDRL 2- 4	0.33333	0.26333
WY	Sublette	28	108	4		NW-SE	JONAH FDRL 3- 4	0.33333	0.26333
WY	Sublette	28	108	4		SE-SW	JONAH FDRL 14- 4	0.33333	0.26333

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4/28/99 12:10PM
SUBLETTE COUNTY WYOMING
MARY L. LANKFORD
COUNTY CLERK
BY:

MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

ROCKIES ACQUISITION PROPERTIES, INC.
c/o MCNIC Oil & Gas Company
1360 Post Oak Boulevard, Suite 1500
Houston, Texas 77056
Attn: President

TO

Donald G. Skipper, Trustee
c/o Bank of Montreal
700 Louisiana Street, Suite 4400
Houston, Texas 77002

AND

Mary Lee Latta, Trustee
c/o Bank of Montreal
700 Louisiana Street, Suite 4400
Houston, Texas 77002

FOR THE BENEFIT OF

HILLTOP GAS, L.L.C.,
320 South Boston Avenue, Suite 400
Tulsa, Oklahoma 74103
Attn: James D. Satrom

Dated as of April 21, 1999

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

30189602

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RECORDED April 28 1999 11:35a M
IN BOOK 111 OTG PAGE 219
FEES $ 21.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

219

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THOSE PORTIONS OF THE 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 A 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 A HERETO."

"SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"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."

MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of April 21, 1999 (herein this "Mortgage") is from ROCKIES ACQUISITION PROPERTIES, INC., a Delaware corporation (herein together with any successor(s) thereto in such capacity called the "Mortgagor"), to Mary Lee Latta, and Donald G. Skipper, as Trustees (herein collectively called the "Trustees" and individually called a "Trustee"), for the benefit of Hilltop Gas, L.L.C., a Delaware limited liability company (together with its successors and assigns herein the "Mortgagee" and herein sometimes called the "Beneficiary").

1. By a Production Payment Conveyance (herein, as the same may be amended or modified from time to time, called the "Conveyance") dated April 21, 1999 Mortgagor, conveyed unto Beneficiary, a production payment (described and defined in the Conveyance as the "Production Payment", which term shall also have the same meaning when used herein). The Conveyance is filed and recorded in each office and county in which this Mortgage is to be filed and recorded. Reference is hereby made to the Conveyance for all purposes, the form of which is attached hereto as Exhibit B. Any terms used and defined in the Conveyance and also used herein, shall have the same meanings when used herein as in the Conveyance, unless otherwise defined herein.

2. The Production Payment is payable in the manner and to the extent set forth in the Conveyance from the Hydrocarbons produced and saved from those oil and gas properties which are described and defined in the Conveyance as the "Subject Interests" (which term shall also have the same meaning when used herein). Exhibit A to the Conveyance (containing descriptions of the specific properties used in the Conveyance as the basis of the definition of the term Subject Interests) is also attached as Exhibit A to this Mortgage and is hereby made a part hereof. In addition to the foregoing defined terms, which are hereinabove stated to have the same meaning herein and in the Conveyance, the terms "Hydrocarbons" and "PP Hydrocarbons", shall have the same meanings when used herein as in the Conveyance. For purposes of this Agreement, "lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference; subject in each case, however, to the depth and area limitations, if any, specified in Exhibit A.

3. From time to time, the Beneficiary may hereafter enter into one or more agreements for the sale or marketing of Hydrocarbons, liquefied natural gas, natural gas condensate, and other commodities by the Beneficiary(as entered into, amended, supplemented, restated or otherwise modified and in effect, collectively referred to as the "Hydrocarbon Purchase Agreements").

NOW, THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, created a security interest in, pledged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, create a security interest in, pledge, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the use and benefit of the Beneficiary, the following described properties, rights, titles, interests, estates, remedies, powers and privileges, whether now or hereafter existing or arising (which collectively are hereinafter called the "Mortgaged Property"), to wit:

(i) The lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A, but subject in each case to any depth and area limitations, if any, specified on Exhibit A;

(ii) the presently existing and 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 A or which relate to any of the properties and interests specifically described in Exhibit A, but only as they pertain to the areas (and limited to the depths) specified on Exhibit A;

(iii) the Hydrocarbons, including all oil, gas and other liquid or gaseous hydrocarbons, which are in, under, upon, produced or to be produced from the lands described in Exhibit A (subject to any depth limitations, if any, specified on Exhibit A),

(iv) all of the Mortgagor's right, title and interest in and to the Hydrocarbon Purchase Agreements and the proceeds thereof, to the extent they pertain to the items under items (i), (ii) and (iii) above;

(v) all of the Mortgagor's right, title and interest in and to all surface or subsurface machinery, goods, equipment, fixtures, inventory, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under the lands described in Exhibit A (but limited to the depths, if any, specified on Exhibit A) which are useful for the production, gathering, treatment, processing, storage or transportation of Hydrocarbons (together with all accessions, additions and

attachments to any thereof), including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, tubular goods, rods, pumping units and engines, christmas trees, platforms, derricks, separators, compressors, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), pipelines (including gathering lines, laterals and trunklines), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, and all other properties, rights, titles, interests, estates, remedies, powers and privileges, and all other things of value, vested in the Mortgagor as the owner of the lands described in Exhibit A (but limited to the depths, if any, specified on Exhibit A), and

(vi) all of the Mortgagor's right, title and interest in and to any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the foregoing, or any instrument relating thereto, and 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 referenced (but only as they pertain to the aforesaid in granting clauses (i) through (vi) and subject to any area and depth limitations, if any, specified in Exhibit A), and 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 the Mortgagor might at any time have or be entitled to, all the aforesaid properties, rights and interests, (but only as they pertain to the aforesaid in granting clauses (i) through (vi) and subject to any area and depth limitations in Exhibit A) together with any additions thereto which may be subjected to the lien and security interest of this Mortgage by means of supplements hereto.

Subject, however, to (i) the Production Payment, (ii) the condition that neither the Trustees nor the Beneficiary shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property and (iii) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustees forever to secure the payment of the Indebtedness (as hereinafter defined) and other sums as herein set forth and to secure the performance of the obligations of the Mortgagor herein contained. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of the Beneficiary to secure payment of the Indebtedness and other sums as herein set forth and to secure the performance of the obligations of the Mortgagor herein contained until full and final payment or discharge of the Indebtedness and other sums as herein set forth, and the Mortgagor is herein and hereby bound and obligated not to sell or alienate the Mortgaged Property to the prejudice of this act.

The Mortgagor, in consideration of the premises, and to induce the Beneficiary to purchase the Production Payment, hereby covenants and agrees with the Trustees and the Beneficiary as follows:

ARTICLE I

INDEBTEDNESS SECURED

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) All amounts owing by the Mortgagor to the Beneficiary under or in connection with the Production Payment Documents and all other obligations and liabilities thereunder;

(b) Any sums advanced or expenses or costs incurred by the Trustees or the Beneficiary (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(c) Any and all other indebtedness of the Mortgagor to the Trustees or the Beneficiary now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising; and

(d) Any extensions or renewals of all such indebtedness and obligations described in subparagraphs (a) or (b) above, whether or not the Mortgagor executes any extension agreements, renewal promissory notes or renewal security instruments.

1.2 Indebtedness Defined. All the items of indebtedness and other obligations referred to in Section 1.1 above are hereinafter collectively referred to as the "Indebtedness".

1.3 Maximum Indebtedness Secured. The maximum amount of Indebtedness secured by this Mortgage is $170,000,000.

ARTICLE II

PARTICULAR COVENANTS AND WARRANTIES OF THE MORTGAGOR

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Production Payment Documents.

2.2 Representations and Warranties. The Mortgagor hereby represents and warrants to the Trustees and the Beneficiary as follows:

(a) It is in good standing to do business and to own the Mortgaged Property in each state in which such qualification is necessary.

(b) The ownership by it of the Mortgaged Property, the execution and delivery of this Mortgage, the Conveyance and the other Production Payment Documents to which it is a party and compliance with the provisions hereof and thereof are within its corporate powers, have received all necessary governmental approvals and do not and will not contravene or conflict with any provision of law or of its articles of incorporation or by-laws or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than the lien of the Production Payment and the lien and security interest of this Mortgage) upon any of its property or assets pursuant to, any indenture or other agreement or instrument, other than a Transaction Document, to which it is a party or by which it or its property may be bound or affected.

(c) The Mortgagor is to the extent of any area and depth limitation, if any, specified on Exhibit A the true and lawful owner of, and has good and marketable title to, the Mortgaged Property. The Mortgagor's ownership of the Subject Interests entitles the Mortgagor to a share of all Hydrocarbons produced from or attributable to the oil and gas leases on or under any of the lands described in Exhibit A, (subject to the area and depth limitations, if any, so specified, and of the proceeds of such production, after giving effect to or deducting all applicable royalties and other burdens or payments out of production (except the Production Payment) which is not less than the respective revenue interests identified in Exhibit A from, and, except for the claims, if any, specifically described in Exhibit A attached hereto, and claims pursuant to the Production Payment. The Mortgagor has a first and prior claim upon, such Hydrocarbons. Each oil and gas lease and other interest described in Exhibit A attached hereto is valid and subsisting and in full force and effect, insofar as it covers or relates to the lands described in Exhibit A attached hereto as covered thereby (subject to the depth limitations, if any, specified on Exhibit A), and the interest of Mortgagor in such oil and gas leases or other interests, (subject to the area and depth limitations, if any, specified in Exhibit A), is free from all

liens, charges and encumbrances subject only to (i) the Production Payment, (ii) the Production Payment Documents, and (iii) the liens, charges and encumbrances, if any, specifically described in Exhibit A attached hereto; and all rentals, royalties and other amounts due and payable under said leases and other interests, or any of them, have been duly paid or provided for, and no default now exists under any of said leases and other interests.

(d) All producing wells located on the lands (and within the depth limitations, if any) described in Exhibit A 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, and such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit A.

(e) There are no suits or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or any of its properties (including the Mortgaged Property) before any court or by or before any regulatory authority which, if adversely determined, would have a material adverse effect on any of the Mortgaged Property or on the business, consolidated financial position or consolidated results of operations of the Mortgagor or any of the Mortgaged Property or which in any manner draws into question the validity of this Mortgage.

(f) It has good right and authority to grant, bargain, sell, warrant, mortgage, create a security interest in, pledge, assign, transfer, convey and deliver the Mortgaged Property and all rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto, in the manner and form hereby done or intended.

(g) The cover page to this Mortgage lists the correct legal name of the Mortgagor and the Mortgagor is not now and has not been known by any trade name.

(h) The Mortgagor has not been known by any legal name different from the one set forth on the cover page of this Mortgage, nor has the Mortgagor been the subject of any merger or other corporate reorganization.

2.3 Additional Representations and Warranties. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustees against every person whomsoever claiming the same or any part thereof, and will maintain and preserve the lien and security interest hereby created so long as any of the Indebtedness secured hereby remains unpaid and any obligation of the Mortgagor pursuant to any Production Payment Document remains unperformed.

2.4 Certain Covenants. The Mortgagor covenants and agrees with the Trustees and the Beneficiary that, so long as any part of the Indebtedness remains unpaid, unless the Beneficiary shall have otherwise consented in writing:

(a) The Mortgagor will maintain in good standing its existence as a corporation in the State of Delaware, and will be and remain duly qualified to do business and own property in each state in which any of the Subject Interests shall be located if such qualification is necessary in view of its business and operations, and will promptly pay all franchise, income and other taxes owing by it to any federal, state or local government; and the Mortgagor will qualify and pay franchise and other taxes (subject to the right of the Mortgagor under the Conveyance to contest same in good faith) in any state in which any of the Subject Interests shall be located, upon request in writing by the Beneficiary so to do.

(b) The Mortgagor will do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property, or enter into any operating agreement with respect to the Mortgaged Property, without the prior written consent of the Trustees and the Beneficiary.

(c) The Mortgagor will cause the lands described in Exhibit A (to the depths, if any, specified on Exhibit A) to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith.

(d) The Mortgagor will cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property.

(e) The Mortgagor will cause the equipment and other personal property described in item (v) of the granting clause to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A (to the depths, if any, specified on Exhibit A), to be promptly made.

(f) The Mortgagor will cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien and security interest hereof, (2) taxes constituting a lien but not due and payable, (3) the Production Payment, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustees' and the Beneficiary's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustees and the Beneficiary.

(g) The Mortgagor shall furnish to the Beneficiary, promptly as received, a copy of all information and notices received by the Mortgagor pursuant to the Conveyance or any Hydrocarbon Purchase Agreements.

2.5 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustees or the Beneficiary may be necessary or desirable to carry out more effectually the purposes of this Mortgage, including, without limiting the generality of the foregoing, (a) prompt correction of any defect in this Mortgage or in the acknowledgment hereof, (b) prompt correction of any defect in title to the Mortgaged Property covered or intended to be covered hereby, (c) prompt removal of any lien or encumbrance on any of the Mortgaged Property covered or intended to be covered hereby ranking equally with or prior to the lien and security interest of this Mortgage, and (d) prompt execution and delivery of all division or transfer orders and prompt execution and delivery of all notices to parties producing, purchasing or receiving proceeds of production from the Mortgaged Property or proceeds thereof to the Beneficiary.

2.6 Taxes. The Mortgagor will promptly pay all ad valorem taxes and all other taxes, assessments and governmental charges legally imposed upon this Mortgage, or upon the Mortgaged Property, or upon the interest of the Trustees or the Beneficiary therein.

2.7 No Amendments to Conveyance, etc. The Mortgagor will not, except with the prior written consent of the Beneficiary (a) amend, modify or otherwise revise the Conveyance or any other Production Payment Document or consent to or permit any such amendment, modification or other revision, (b) sell, convey, assign or lease all or any part of the Subject Interests.

2.8 Enforcement of the Production Payment Documents. The Mortgagor will (a) promptly notify the Beneficiary in writing of any default in the observance or performance of any term, covenant, agreement or condition of the Conveyance or any other Production Payment Document, and (b) on the request of the Trustees or the Beneficiary, promptly take all such action as may be so requested to enforce or secure the observance or performance of any term, covenant, agreement or condition of the Conveyance or any other Production Payment Document to be performed by the Beneficiary, or to exercise any of the Mortgagor's rights, remedies, powers and privileges under the Conveyance or any other Production Payment Document, all in accordance with the terms thereof.

2.9 Exercise of the Mortgagor's Rights Under the Conveyance. To the fullest extent that the Mortgagor lawfully may, the Mortgagor hereby agrees that the Trustees and the Beneficiary shall be entitled (subject to the assignment of production hereinafter contained) at any time upon an Event of Default to exercise all of the rights, remedies, powers and privileges vested in the Mortgagor by virtue of the Production Payment Documents, and to give or withhold all consents, directions, notices, approvals and waivers, and to make all determinations, required in or permitted by the Conveyance which the Mortgagor would otherwise be entitled to give or withhold or make. The Mortgagor will, upon request of the Beneficiary, execute and deliver to such person or persons as may be designated by the Beneficiary appropriate powers of attorney to act for and on behalf of the Mortgagor in all transactions of the Mortgagor with any agency, department or subdivision of any State or of the United States of America, relating to any of the Mortgaged Property.

2.10 Recording, etc. The Mortgagor will promptly and at the Mortgagor's expense record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve and protect the Indebtedness secured hereby, the lien and security interest hereof and the rights and remedies of the Trustees and the Beneficiary and will furnish satisfactory evidence of every such recording, registering, depositing and filing to the Beneficiary, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien and security interest hereof on and in the Mortgaged Property as security for the payment of the Indebtedness secured hereby and to enable performance of all of the obligations hereby imposed upon the Mortgagor.

2.11 Sale or Mortgage of the Mortgaged Property. Except for the lien and security interest created by this Mortgage or the Production Payment or the sales of severed Hydrocarbons in the ordinary course of business, the Mortgagor will not sell, convey, mortgage, pledge or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title, or interest therein, without first securing the written consent of the Beneficiary.

2.12 No Merger, Sale of Assets, etc. The Mortgagor will not, without the prior written consent of the Beneficiary, consolidate or merge with any other entity, or sell, lease or otherwise dispose of all or substantially all of its properties.

ARTICLE III

ASSIGNMENT OF PRODUCTION

3.1 Assignment. As further security for the payment of the Indebtedness secured hereby, the Mortgagor hereby transfers, assigns, warrants and conveys to the Beneficiary, effective as of the date hereof, at 7:00 A.M. local time, all Hydrocarbons other than PP Hydrocarbons (such Hydrocarbons, the "Residual Hydrocarbons"), which are thereafter produced and saved from, or attributable to, or which accrue to, the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Residual Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Beneficiary by virtue of the provisions of this Article, are authorized and directed to treat and regard the Beneficiary as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Residual Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Beneficiary, and shall be under no obligation to see to the application by the Beneficiary of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments and proceeds received by the Beneficiary pursuant to Section 3.1 during any Accounting Month (as defined below) shall be placed in a cash collateral account at a financial institution designated by the Beneficiary and shall be applied

immediately after the opening of business on the first day of the next succeeding Accounting Month as follows:

FIRST: To the payment and satisfaction of all costs and expenses incurred by the Trustees or the Beneficiary in the performance of their duties and the exercise of their rights including, without limiting the generality of the foregoing, reasonable costs and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

SECOND: To the payment of any accrued interest on the Indebtedness pursuant to this Mortgage and each other Production Payment Document; and

THIRD: To the payment of the remaining items of Indebtedness secured hereby.

As used in this Section, the term "Accounting Month" shall mean any monthly period commencing with and including the first day of any calendar month which is a Business Day (as hereinafter defined) and ending on and including the day preceding the first day of the next calendar month which is a Business Day. If the last day of any such Accounting Month shall fall on a day which is not a Business Day, then for the purpose of determining the amount so to be applied, any payment received at or before the opening of business on the first day of the next Accounting Month shall be deemed to have been received on the last day of the preceding Accounting Month.

3.3 No Liability of the Beneficiary in Collecting. The Beneficiary is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Beneficiary under this Article) and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Indebtedness secured hereby, regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security of any and every character now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustees or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive all of the Residual Hydrocarbons and the proceeds therefrom after an Event of Default shall have occurred pursuant to Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof, and to exercise all the rights, privileges, powers and remedies conferred upon the Mortgagor by the Conveyance and each of the other Production Payment Documents. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V hereof, the Residual Hydrocarbons thereafter produced (or theretofore produced if in storage and unsold)

from that portion of the Mortgaged Property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagor agrees to indemnify the Trustees and the Beneficiary against all claims, actions, liabilities, judgments, reasonable costs, reasonable attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or any of them, as a consequence of the assertion, either before or after the payment in full of the Indebtedness secured hereby, that they or any of them received Residual Hydrocarbons or the proceeds thereof claimed by the third persons, and the Trustees and the Beneficiary shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or either of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Trustees or the Beneficiary, as the case may be, any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Trustees or the Beneficiary or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release, termination, foreclosure or assignment of this Mortgage or any sale hereunder.

ARTICLE IV

EVENTS OF DEFAULT

4.1 Events of Default. In case any one or more of the following "Events of Default" shall occur and shall not have been remedied:

(a) default in the payment of any Indebtedness, secured hereby, whether principal or interest when due;

(b) the occurrence of any default by the Mortgagor under any of the Production Payment Documents under the terms and provisions thereof;

(c) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

(d) failure by the Mortgagor, within ten (10) days after notice thereof from the Beneficiary, to cure a default in the due performance or observance of any covenant or agreement contained in this Mortgage and not constituting a default in the payment of any Indebtedness secured hereby;

(e) any of the Mortgaged Property shall be attached or seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto;

(f) the title of the Mortgagor to the Mortgaged Property or any part thereof shall become the subject matter of litigation which would or might, in the Beneficiary's opinion, upon final

determination result in substantial impairment or loss of the security provided by this Mortgage, and upon notice by the Beneficiary to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice; or

(g) this Mortgage shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Mortgagor; the Mortgagor or any other Person shall, directly or indirectly, contest in any manner such effectiveness, validity, binding nature or enforceability; or this Mortgage, in the reasonable opinion of the Beneficiary, shall, in whole or in part, cease to be a perfected first priority security interest in any part of the Mortgaged Property;

then and in any such Event of Default the Beneficiary, at its option, may declare, all or part of the unpaid principal of and the interest accrued on the Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived, and/or any one or more of the remedies provided hereunder or under applicable law. The Beneficiary shall also have all other rights and remedies provided herein and under the other Production Payment Documents and under applicable law.

ARTICLE V

ENFORCEMENT OF THE SECURITY

5.1 Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as they may elect, the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustees may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to the Mortgaged Property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of the Mortgaged Property without the necessity of public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale without the necessity of public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustees may make other and successive sales until all of the trust estate be legally sold. With respect to that portion, if any, of the Mortgaged property situated in the State of Wyoming, this instrument may be foreclosed by advertisement and sale as provided by applicable Wyoming statutes.

5.2 Rights of the Trustees with Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting

a part of the Mortgaged Property, and for this purpose the Trustees may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustees may require the Mortgagor to assemble such personal property and make it available to the Trustees at a place to be designated by the Trustees which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustees will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this Mortgage at least five (5) days before the time of the sale or disposition.

5.3 Rights of the Trustees with Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such event shall be continuing, the Trustees may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and then proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property for cash or upon credit in one or more parcels or portions under executory or ordinary process, at the Trust's sole option, without appraisement (appraisement being expressly waived), or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustees to have physically present or constructively in their possession at any sale held by the Trustees or by any court, receiver or public officer any or all of the Mortgaged Property; and the Mortgagor shall deliver to the purchasers at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to such purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Beneficiary shall have the right to become the purchaser at any sale held by the Trustees or by any court, receiver or public officer, and the Beneficiary shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein

stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principle sum of, and interest accrued on, the Indebtedness after the same has become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustees, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustees so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. The Mortgagor hereby waives, to the extent permitted by law, the benefit of all redemption laws now or hereafter in force in the event of sale hereunder of the Mortgaged property or any part thereof or any interest therein.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, and any proceeds from the Mortgaged Properties after the occurrence and during the continuance of an Event of Default including any payments received pursuant to Section 3.1, shall be applied as follows:

FIRST: To the payment and satisfaction of all costs and expenses incurred by the Trustees and the Beneficiary in the performance of their duties and the exercise of their rights including, without limiting the generality of the foregoing, reasonable costs and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees; and

SECOND: To the payment of the Indebtedness secured hereby with interest to the date of such payment in accordance with the provisions of Section 3.2 and Section 3.3 hereof.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the full extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustees, the Beneficiary or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, further waives, to the full extent that the Mortgagor may lawfully do so, any requirement for posting a receiver's bond or replevin bond or other similar type of bond if the Trustees commence an action for appointment of a receiver or an action for replevin to recover possession of any of the Mortgaged Property. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All reasonable costs and expenses (including attorneys' fees) incurred by the Trustees or the Beneficiary in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing under the Conveyance until paid, all of which shall constitute a portion of the Indebtedness secured hereby.

5.12 Other Remedies. Upon the occurrence of an Event of Default, the Trustees and the Beneficiary shall be entitled to exercise, in addition to other remedies provided in this Article V, selectively and successively, any and all rights and remedies under applicable law.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Security Interests. To further secure the Indebtedness, the Mortgagor hereby grants to the Beneficiary, a security interest in all of the Mortgagor's right, title and interest (whether now or hereafter existing or arising) in and to the Mortgaged Property insofar as such

Mortgaged Property consists of the Hydrocarbons and the proceeds thereof and any equipment, inventory, fixtures, general intangibles, contract rights or accounts, or any other personal property of any kind or character incident to said Mortgaged Property (to the extent they pertain to the Mortgaged Property) and which are defined in the applicable Uniform Commercial Code of any State in which any particular portion of the Mortgaged Property may be located, and the Assignment, including the rents, issues, profits, products and proceeds from any and all such personal property, and for such purpose and in connection therewith it is acknowledged that the security interests created hereby under applicable provisions of the Uniform Commercial Code attach to the Hydrocarbons attributable to the Mortgaged Property and the accounts resulting from the sale thereof at the wellheads of the wells located on the land described or to which reference is made on attached Exhibit A and this Mortgage (or, at the option of the Beneficiary, a carbon, photographic or other reproduction hereof) is to be filed of record in the real estate records as a Uniform Commercial Code financing statement. Upon the happening of any Event of Default hereunder, the Beneficiary is and shall be entitled to all rights, powers and remedies afforded a secured party by the applicable Uniform Commercial Code of any State in which a portion of the Mortgaged Property may be located or the Trustees or the Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted hereunder in respect of the Trustees or the Beneficiary under any other instrument executed in connection with or as security for the Indebtedness secured hereby.

6.2 Successor Trustees. Any Trustee may resign in writing addressed to the Beneficiary or may be removed at any time with or without cause by an instrument in writing duly executed by the Beneficiary. In case of the death, resignation or removal of a Trustee, one or more successor Trustees may be appointed by the Beneficiary by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing; such power may be exercised as often as and whenever the Beneficiary may elect. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee or Trustees all the estate and title of the predecessor Trustee in all of the Mortgaged Property, and he or they shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustees shall be deemed to refer to the Trustees from time to time acting hereunder.

6.3 Actions or Advances by the Beneficiary or the Trustees. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, the Beneficiary or the Trustees or any receiver appointed hereunder, may, but shall not be obligated to, take action and/or make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay the expense of such action and such advances upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing under

the Conveyance until paid or, in the event any promissory note evidences such Indebtedness, upon the terms and conditions thereof. No such advance or action by the Trustees, the Beneficiary or any receiver appointed hereunder shall be deemed to relieve the Mortgagor from any default hereunder.

6.4 Defense of Claims. The Mortgagor will notify the Trustees and the Beneficiary, in writing, promptly of the commencement of any legal proceedings affecting the lien or security interest hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustees and the Beneficiary, as may be necessary or appropriate to preserve the Mortgagor's, the Trustees' and the Beneficiary's rights affected thereby and/or to hold harmless the Trustees and the Beneficiary in respect of such proceedings; and should the Mortgagor fail or refuse to take any such action, the Trustees or the Beneficiary may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Beneficiary or the Trustees may take such independent action in connection therewith as it or they may in its or their discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing under the Conveyance until paid will, on demand, be reimbursed, as appropriate, to the Trustees, the Beneficiary or any receiver appointed hereunder. The obligations of the Mortgagor as hereinabove set forth in this Section 6.4 shall survive the release, termination, foreclosure or assignment of this Mortgage or any sale hereunder.

6.5 The Mortgaged Property to Revert. If the Indebtedness secured hereby shall be fully paid and the covenants herein contained and all other obligations of the Mortgagor pursuant to each Production Payment Document shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustees and the Beneficiary shall thereupon cease; and the Trustees and the Beneficiary in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

6.6 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness secured hereby may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Trustees and the Beneficiary may take or may now hold other security for the Indebtedness, all without notice to or consent of the Mortgagor except as may be required by the terms of the document evidencing such Indebtedness. The Trustees or the Beneficiary may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this Mortgage, which shall continue as a first lien upon and prior perfected security interest in the Mortgaged Property not expressly released until the Indebtedness secured hereby is fully paid.

6.7 Instrument an Assignment, etc. This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, pledge, chattel mortgage, contract, deed of trust, Uniform Commercial Code financing statement (including being effective as a Uniform Commercial Code financing statement covering minerals or the like (including oil and gas) and accounts financed at the wellhead of wells located on the property described in Exhibit A hereto), real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.8 Limitation on Interest. No provision of this Mortgage or of the Production Payment Documents shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in any of the other Production Payment Documents provided for, or shall be adjudicated to be so provided for herein or in the Production Payment Documents, the Mortgagor shall not be obligated to pay such excess, and it shall be considered that only the maximum legal rate of interest is provided for herein.

6.9 Unenforceable or Inapplicable Provisions. If any provision hereof or of any Production Payment Document is invalid or unenforceable in any jurisdiction, the other provisions hereof or of any Production Payment Document shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustees and the Beneficiary in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.10 Rights Cumulative. Each and every right, power and remedy herein given to the Trustees or the Beneficiary shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustees or the Beneficiary, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustees or by the Beneficiary in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.11 Waiver by the Trustees, etc. Any and all covenants in this Mortgage may from time to time by instrument in writing signed by the Trustees be waived to such extent and in such manner as the Trustees may desire, but no such waiver shall affect or impair either the Trustees' rights or liens or security interests hereunder, except to the extent specifically stated in such written instrument.

6.12 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action, to execute and deliver any release, to give any consent

and to exercise any right, remedy, power, privilege or authority conferred upon the Trustees, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this Mortgage, the term "Trustee" shall mean the Trustees hereinabove named, or either of them, as the context requires, and any successor Trustee.

6.13 No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, joint venture, or association among the Mortgagor and the Beneficiary, or in any way as to make the Beneficiary a co-principal with the Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

6.14 Successors and Assigns. This Mortgage is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustees, their successors, and the Beneficiary, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.15 Article and Section Headings. The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

6.16 Execution in Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart all or portions of Exhibit A hereto which describes properties situated in parishes or counties other than the parish or county in which such counterpart is to be recorded or filed may have been omitted. All such counterparts constitute one and the same instrument.

6.17 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county or parish in which any portion of the real property constituting Mortgaged Property is situated, and, when filed in such counties or parishes shall be effective as a financing statement. At the option of the Trustees or the Beneficiary, a carbon, photographic or other reproduction of this Mortgage or of any financing statement covering the Mortgaged Property or any portion thereof shall be sufficient as a financing statement and may be filed as such.

6.18 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagor at the address shown on the cover page of this Mortgage or to such different address as the Mortgagor shall have designated by written notice received by the Trustees and the Beneficiary.

6.19 [Intentionally Omitted].

6.20 Waivers. The parties hereto expressly waive the production of Mortgage Certificates and hereby release and hold the Notary Public whose name is hereunder signed harmless for and by reason of the nonproduction and nonannexation thereof to this instrument.

6.21 Transfer of Indebtedness. This Mortgage is for the benefit of the Beneficiary and for such other person or persons as may from time to time become or be the holders of any of the Indebtedness, and this Mortgage shall be transferrable and negotiable, with the same force and effect and to the same extent as the Indebtedness may be transferrable, it being understood that, upon the transfer or assignment by any Beneficiary of any of the Indebtedness, the legal holder of the Indebtedness shall have all of the rights granted to such Beneficiary under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Indebtedness, this Mortgage shall secure with retroactive rank the then existing Indebtedness of the Mortgagor to the transferee and any and all Indebtedness to such transferee thereafter arising.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

ROCKIES ACQUISITION PROPERTIES, INC.

By: Thomas H Neel
Name: Thomas H. Neel
Title: President

[redacted] [redacted] [redacted]

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Suzanne B. Snow a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 21st day of April, 1999 there appeared before me the following person, being the designated officer of the corporation or association set opposite his name, and such corporation being a party to the foregoing instrument:

Thomas H. Neel, the President, of Rockies Acquisition Properties, Inc., whose address is c/o MCNIC Oil & Gas Company, 1360 Post Oak Boulevard, Suite 1500, Houston, Texas 77065, Attn: President.

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or association set opposite his name (or a Trustee, as the case may be) on behalf of said corporation or association set opposite his name (or of himself as Trustee, as the case may be).

Wyoming — The foregoing instrument was acknowledged before me by Thomas H. Neel the above individual on this 21st day of April 1999.

WITNESS my hand and official seal.

SUZANNE B. SNOW
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 21, 2002

Suzanne B. Snow
Notary Public
Residing at Houston, Texas

My commission expires:

12/21/2002

30189602

EXHIBIT A
To
Mortgage
dated as of
April 21, 1999
from
ROCKIES ACQUISITION PROPERTIES, INC.,
a Delaware corporation
to Mary Lee Latta and Donald G. Skipper
for the benefit of
HILLTOP GAS, L.L.C.

List of Properties

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
ST WY 90-00365	Wold Oil & Gas Co.	6/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

[redacted]

[redacted]

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				98	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.88			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1- 5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2- 5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11- 5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15- 5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1- 6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16- 6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3- 6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5- 6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1- 7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3- 7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3- 7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9- 7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-108W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 6-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

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LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14				92	407				P
								NW-SE	NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14				92	12				P
								NW-SW	NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11				93	321				P
								NW-SE	NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 11-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2				94	461				P
								SE-SE	SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)	YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE		40			0.33333	0.26333	40	P
								NW-SE (Lot 2)		32.3525			0.33333	0.26333	40	P
WYW-141756	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25			Segregated from Base Lease #WYW127749						P
								NE-NE	CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE	CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE	CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW	CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW	CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE	CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW	NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18			Segregated from Base Lease #WYW125948						P
								SE-SE	SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE		40	88	371	0.33333	0.26333	40	P

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	88	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13				Segregated from Base Lease #WYW130730					
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1- 4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2- 4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3- 4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14- 4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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272926 134532

4/28/99 12:10PM
SUBLETTE COUNTY WYOMING
MARY L. LANKFORD
COUNTY CLERK
BY: Cathy Pope

MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

HILLTOP GAS, L.L.C.
320 South Boston Avenue, Suite 400
Tulsa, Oklahoma 74103-3708
Attn.: James D. Satrom

TO

Mary Lee Latta, Trustee
c/o Bank of Montreal
700 Louisiana, Suite 4400
Houston, Texas 77002

AND

Donald G. Skipper, Trustee
c/o Bank of Montreal
700 Louisiana, Suite 4400
Houston, Texas 77002

AND

Harris Trust and Savings Bank
311 W. Monroe, 12th Floor
Chicago, Illinois 60606
as Mortgagee

Dated as of April 21, 1999

272918

RECORDED April 28, 1999 11:35A M
IN BOOK 111 O+G PAGE 252
FEES $ 189.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

30189034

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THOSE PORTIONS OF THE 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 A 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 A HERETO."

"SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"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."

MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of April 21, 1999 (herein this "Mortgage") is from HILLTOP GAS, LLC, a Delaware limited liability company(herein together with any successor(s) thereto in such capacity called the "Mortgagor"), to Mary Lee Latta and Richard A. Garcia, as Trustees (herein collectively called the "Trustees" and individually called a "Trustee"), and Harris Trust and Savings Bank, a banking corporation organized under the laws of the State of Illinois having its principal office at 311 West Monroe Street, 12th Floor, Chicago, Illinois 60606 (herein called "Harris"), as collateral agent for HG STATUTORY TRUST, a Delaware business trust (together with its successors and assigns herein sometimes called "Trust"), and Bank of Montreal, in its capacity as counterparty under the Swap Agreement hereinafter referenced (in such capacity together with its successors and assigns in such capacity herein called the "Initial Swap Counterparty"; the Initial Swap Counterparty together with the Additional Swap Counterparties hereinafter referenced being herein sometimes referred to individually as a "Secured Swap Counterparty" and collectively as "Secured Swap Counterparties"; and the Secured Swap Counterparties together with the Trust being herein sometimes referred to as the "Beneficiaries") (Harris herein, in its capacity as collateral agent for the Beneficiaries, together with any successor(s) thereto in such capacity, called the "Mortgagee").

1. By a Production Payment Conveyance (herein, as the same may be amended or modified from time to time, called the "Conveyance") dated April 21, 1999 Rockies Acquisition Properties Inc., a Delaware corporation (herein called the "WI Owner"), conveyed unto Mortgagor, a production payment (described and defined in the Conveyance as the "Production Payment", which term shall also have the same meaning when used herein). The Conveyance is filed and recorded in each office and county in which this Mortgage is to be filed and recorded. Reference is hereby made to the Conveyance for all purposes, the form of which is attached hereto as Exhibit B.

2. The Production Payment is payable in the manner and to the extent set forth in the Conveyance from the Hydrocarbons produced and saved from those oil and gas properties which are described and defined in the Conveyance as the "Subject Interests" (which term shall also have the same meaning when used herein). Exhibit A to the Conveyance (containing descriptions of the specific properties used in the Conveyance as the basis of the definition of the term Subject Interests) is also attached as Exhibit A to this Mortgage and is hereby made a part hereof. In addition to the foregoing defined terms, which are

hereinabove stated to have the same meaning herein and in the Conveyance, the terms "Hydrocarbons" and "PP Hydrocarbons", shall have the same meanings when used herein as in the Conveyance.

3. Pursuant to an LLC Loan Agreement, dated as of April 21, 1999 (herein, as the same may be amended, supplemented, restated or otherwise modified from time to time, called the "LLC Loan Agreement") between the Mortgagor and the Trust, the Trust has agreed to lend to the Mortgagor amounts described therein and the Mortgagor, to evidence its indebtedness to the Trust under the LLC Loan Agreement, has executed and delivered to the Trust its promissory note, dated April 21, 1999 (herein called the "Note"), such Note being payable on the due dates and bearing interest at the rates provided for in the LLC Loan Agreement, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth. The original principal amount of the Note is $60,500,000 and its maturity is May 26, 2006. Payment of the Note and other sums due under the LLC Loan Agreement, as described herein, is to be secured hereby. Any terms used and defined in the LLC Loan Agreement and also used herein, shall have the same meanings when used herein as in the LLC Loan Agreement unless otherwise defined herein.

4. The Mortgagor has entered into that certain International Swap Dealers Association, Inc. Master Agreement of even date herewith (as from time to time amended, supplemented, restated or otherwise modified and in effect and together with all confirmations thereunder, the "Initial Swap Agreement") with the Initial Swap Counterparty pursuant to which the Initial Swap Counterparty has agreed to make certain payments to the Mortgagor and the Mortgagor has agreed to make certain payments to the Initial Swap Counterparty. The last scheduled settlement date under the Initial Swap Agreement is May 26, 2006.

5. The Mortgagor may enter into additional commodity swap agreements or interest rate swap agreements (as from time to time amended or modified and in effect and together with all schedules thereto and confirmations thereunder the "Additional Swap Agreements"; the Additional Swap Agreements together with the Initial Swap Agreements being herein called the Swap Agreements) with one or more counterparties including one or more of the Banks or the Purchaser (each such counterparty who is a Bank or the Purchaser at the time it enters into the relevant Swap Agreement being herein called an "Additional Swap Counterparty") pursuant to which such Additional Swap Counterparties may agree to make certain payments to the Mortgagor and the Mortgagor may agree to make certain payments to the counterparty.

6. From time to time the Mortgagor may hereafter enter into one or more agreements for the sale or the marketing of Hydrocarbons or liquefied natural gas, natural gas condensate, and other commodities by the Mortgagor in accordance with the terms and provisions of the LLC Loan Agreement (as entered into, amended, supplemented, restated or otherwise modified and in effect, collectively referred to as the "Hydrocarbon Purchase Agreements").

NOW, THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, created a security interest in,

pledged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, create a security interest in, pledge, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the pro rata and pari passu use and benefit of the Beneficiaries, the following described properties, rights, titles, interests, estates, remedies, powers and privileges, whether now or hereafter existing or arising (which collectively are hereinafter called the "Mortgaged Property"), to wit:

(i) The Production Payment, including all of the Mortgagor's interest in the PP Hydrocarbons and the proceeds thereof,

(ii) all of the Mortgagor's right, title and interest in and to the Hydrocarbon Purchase Agreements and the Swap Agreements and the proceeds thereof,

(iii) all of the Mortgagor's right, title and interest in and to all surface or subsurface machinery, goods, equipment, fixtures, inventory, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under the Subject Interests which are useful for the production, gathering, treatment, processing, storage or transportation of Hydrocarbons (together with all accessions, additions and attachments to any thereof), including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, tubular goods, rods, pumping units and engines, christmas trees, platforms, derricks, separators, compressors, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), pipelines (including gathering lines, laterals and trunklines), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, and all other properties, rights, titles, interests, estates, remedies, powers and privileges, and all other things of value, vested in the Mortgagor as the owner of the Production Payments or which the Mortgagor now has or may become entitled to under or by virtue of or incident to the Conveyance, including all amounts payable to or otherwise receivable by the Mortgagor on account of the sale or other disposition of the Production Payment thereunder or on account of the Hydrocarbon Purchase Agreements, and

(iv) all of the Mortgagor's right, title and interest in and to any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the foregoing, or any instrument relating thereto, and 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 referenced, and 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 the Mortgagor might at any time have or be entitled to, all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien and security interest of this Mortgage by means of supplements hereto.

Subject, however, to (i) the condition that the Trustees, the Mortgagee and the Beneficiaries shall not be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property and (ii) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustees forever to secure the payment of the Indebtedness (as hereinafter defined) and other sums as herein set forth and to secure the performance of the obligations of the Mortgagor herein contained. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of the Beneficiaries to secure payment of the Indebtedness and other sums as herein set forth and to secure the performance of the obligations of the Mortgagor herein contained until full and final payment or discharge of the Indebtedness and other sums as herein set forth, and the Mortgagor is herein and hereby bound and obligated not to sell or alienate the Mortgaged Property to the prejudice of this act.

The Mortgagor, in consideration of the premises, and to induce the Trust to make the loans above described and to induce the Swap Counterparties to enter into the Swap Agreements, hereby covenants and agrees with the Trustees, the Mortgagee and the Beneficiaries as follows:

ARTICLE I

INDEBTEDNESS SECURED

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Note, together with all other amounts owing by the Mortgagor to the Trust, or any of them under or in connection with the LLC Loan Agreement or any other Transaction Document;

(b) Any amounts due and owing by Mortgagor to the Swap Counterparties under any of the Swap Agreements;

(c) Any sums advanced or expenses or costs incurred by the Trustees, the Mortgagee or the Beneficiaries (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed; and

(d) Any extensions or renewals of all such indebtedness and obligations described in subparagraphs (a), (b) or (c) above, whether or not the Mortgagor executes any extension agreements, renewal promissory notes or renewal security instruments.

1.2 Indebtedness Defined. All the items of indebtedness and other obligations referred to in Section 1.1 above are hereinafter collectively referred to as the "Indebtedness". The maximum amount of the Indebtedness secured hereunder is One Hundred Seventy Million Dollars ($170,000,000).

ARTICLE II

PARTICULAR COVENANTS AND WARRANTIES OF THE MORTGAGOR

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Note.

2.2 Representations and Warranties. The Mortgagor hereby represents and warrants to the Trustees, the Mortgagee and the Beneficiaries as follows:

(a) It is in good standing to do business and to own the Mortgaged Property in each state in which such qualification is necessary.

(b) The acquisition and ownership by it of the Mortgaged Property, the execution and delivery of this Mortgage, the Note and the Swap Agreements and compliance with the provisions hereof and thereof are within its limited liability company powers, have received all necessary governmental approvals and do not and will

not contravene or conflict with any provision of law or of its Regulations, dated as of April 21, 1999 (as amended, supplemented, restated or otherwise modified from time to time, herein called the "Regulations") or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than the lien and security interest of this Mortgage) upon any of its property or assets pursuant to, any indenture or other agreement or instrument, other than a Transaction Document, to which it is a party or by which it or its property may be bound or affected.

(c) The Mortgagor is the true and lawful owner of, and has good and marketable title to, the Production Payment. The Production Payment is payable from the Subject Interests, except for the claims, if any, specifically described in Exhibit A attached hereto. The Mortgagor has a first and prior claim upon, the PP Hydrocarbons. Each oil and gas lease and other interest described in Exhibit A attached hereto is valid and subsisting and in full force and effect, insofar as it covers or relates to the lands described in Exhibit A attached hereto as covered thereby, and the interest of Mortgagor in such oil and gas leases or other interests is free from all liens, charges and encumbrances subject only to (i) the existing Hydrocarbon Purchase Agreements, (ii) the lien of ad valorem taxes not yet due and payable, and (iii) the liens, charges and encumbrances, if any, specifically described in Exhibit A attached hereto; and all rentals, royalties and other amounts due and payable under said leases and other interests, or any of them, have been duly paid or provided for, and no default now exists under any of said leases and other interests.

(d) There are no suits or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or any of its properties (including the Mortgaged Property) before any court or by or before any regulatory authority which, if adversely determined, would have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Mortgagor or any of the Mortgaged Property or which in any manner draws into question the validity of this Mortgage.

(e) It has good right and authority to grant, bargain, sell, warrant, mortgage, create a security interest in, pledge, assign, transfer, convey and deliver the Mortgaged Property and all rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto, in the manner and form hereby done or intended.

(f) The cover page to this Mortgage lists the correct legal name of the Mortgagor and the Mortgagor is not now and has not been known by any trade name.

(g) The Mortgagor has not been known by any legal name different from the one set forth on the cover page of this Mortgage, nor has the Mortgagor been the subject of any merger or other corporate reorganization.

2.3 Additional Representations and Warranties. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustees and the Mortgagee against every person whomsoever claiming the same or any part thereof, and will maintain and preserve the lien and security interest hereby created so long as any of the Indebtedness secured hereby remains unpaid. The Mortgagor represents and warrants to the Trustees, the Mortgagee and the Beneficiaries that, except as otherwise heretofore represented in writing to the Beneficiaries, no part of the Production Payment has as yet been received by the Mortgagor and agrees that in the event any part of the proceeds accruing thereto should be received by the Mortgagor while this Mortgage remains unreleased, such amount will be immediately endorsed and paid over, in the form received, to the Mortgagee for distribution pursuant to the provisions of Section 3.2.

2.4 Certain Covenants. The Mortgagor covenants and agrees with the Trustees, the Mortgagee and the Beneficiaries that, so long as any part of the Indebtedness remains unpaid, unless the Mortgagee shall have otherwise consented in writing:

(a) The Mortgagor will maintain in good standing its existence as a limited liability company in the State of Delaware, and will be and remain duly qualified to do business and own property in each state in which any of the Subject Interests shall be located if such qualification is necessary in view of its business and operations, and will promptly pay all franchise, income and other taxes owing by it to any federal, state or local government; and the Mortgagor will qualify and pay franchise and other taxes (subject to the right of the WI Owner under the Conveyance to contest same in good faith) in any state in which any of the Subject Interests shall be located, upon request in writing by the Mortgagee so to do.

(b) The Mortgagor shall furnish to the Mortgagee, promptly as received, a copy of all information and notices received by the Mortgagor pursuant to the Conveyance or any Hydrocarbon Purchase Agreements.

2.5 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustees, the Mortgagee or any of the Beneficiaries may be necessary or desirable to carry out more effectually the purposes of this Mortgage, including, without limiting the generality of the foregoing, (a) prompt correction of any defect in this Mortgage, in the acknowledgment hereof, in the Note or in any other document executed in connection herewith, (b) prompt correction of any defect in title to the Mortgaged Property covered or intended to be covered hereby, (c) prompt removal of any lien or encumbrance on any of the Mortgaged Property covered or intended to be covered hereby ranking equally with or prior to the lien and security interest of this Mortgage, and (d) prompt execution and delivery of all division or transfer orders which in the opinion of the Mortgagee are needed to transfer effectually to the Mortgagee the production from the Mortgaged Property or proceeds thereof.

2.6 Taxes. The Mortgagor will promptly pay all ad valorem taxes and all other taxes, assessments and governmental charges legally imposed

upon this Mortgage, or upon the Mortgaged Property, or upon the interest of the Trustees, the Mortgagee or the Beneficiaries therein.

2.7 No Amendments to Conveyance, etc. The Mortgagor will not, except with the prior written consent of the Mortgagee (a) amend, modify or otherwise revise the Conveyance or any Production Payment Documents or consent to or permit any such amendment, modification or other revision, (b) release the Subject Interests, or any part thereof, from the Production Payment, or consent to or permit any such release except as may be required by the provisions of the Conveyance or (c) consent to any sale, conveyance, assignment or lease by the WI Owner of all or any part of the Subject Interests.

2.8 Enforcement of the Conveyance. The Mortgagor will (a) promptly notify the Mortgagee in writing of any default of which the Mortgagor has knowledge in the observance or performance of any term, covenant, agreement or condition of the Conveyance, and (b) on the request of the Trustees, the Mortgagee or any of the Beneficiaries, promptly take all such action as may be so requested to enforce or secure the observance or performance of any term, covenant, agreement or condition of the Conveyance to be performed by the WI Owner, or to exercise any of the Mortgagor's rights, remedies, powers and privileges under the Conveyance, all in accordance with the terms thereof.

2.9 Exercise of the Mortgagor's Rights Under the Conveyance. To the fullest extent that the Mortgagor lawfully may, the Mortgagor hereby agrees that the Trustees, the Mortgagee and the Beneficiaries shall be entitled (subject to the assignment of production hereinafter contained) at any time upon an Event of Default to exercise all of the rights, remedies, powers and privileges vested in the Mortgagor by virtue of the Conveyance and of the Mortgagor's ownership of the Production Payment, and to give or withhold all consents, directions, notices, approvals and waivers, and to make all determinations, required in or permitted by the Conveyance which the Mortgagor would otherwise be entitled to give or withhold or make. The Mortgagor will, upon request of the Mortgagee, execute and deliver to such person or persons as may be designated by the Mortgagee appropriate powers of attorney to act for and on behalf of the Mortgagor in all transactions of the Mortgagor with any agency, department or subdivision of any State or of the United States of America, relating to any of the Mortgaged Property.

2.10 Recording, etc. The Mortgagor will promptly and at the Mortgagor's expense record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve and protect the security for the Note and the other Indebtedness secured hereby, the lien and security interest hereof and the rights and remedies of the Trustees, the Mortgagee and the Beneficiaries and will furnish satisfactory evidence of every such recording, registering, depositing and filing to the Mortgagee, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien and security interest hereof on and in the Mortgaged Property as security for the payment of the Note and the

other Indebtedness secured hereby and to enable performance of all of the obligations hereby imposed upon the Mortgagor.

2.11 Sale or Mortgage of the Mortgaged Property. Except for the lien and security interest created by this Mortgage or the sales of severed Hydrocarbons in the ordinary course of business, the Mortgagor will not sell, convey, mortgage, pledge or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title, or interest therein, without first securing the written consent of the Mortgagee and the Beneficiaries.

2.12 No Merger, Sale of Assets, etc. The Mortgagor will not, without the prior written consent of the Mortgagee and the Beneficiaries, consolidate or merge with any other entity, or sell, lease or otherwise dispose of all or substantially all of its properties.

ARTICLE III

ASSIGNMENT OF PRODUCTION

3.1 Assignment. As further security for the payment of the Note and the other Indebtedness secured hereby, the Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee for the pro rata and pari passu use and benefit of the Beneficiaries, effective as of the date hereof, at 7:00 A.M. local time, all PP Hydrocarbons, being all the Hydrocarbons which are thereafter produced and saved from, or attributable to, or which accrue to, the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such PP Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Mortgagee by virtue of the provisions of this Article, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such PP Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee, and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received by the Mortgagee pursuant to Section 3.1 shall be placed in a cash collateral account at the principal office of the Trust being initially the Collateral Account (as defined in the LLC Loan Agreement) or in such other account as the Beneficiaries shall agree and shall be applied as provided in Clauses First through Third of this Section 3.2. Such proceeds actually received by the Trust shall be applied as follows:

FIRST: To the payment and satisfaction of all costs and expenses incurred by the Trustees, the Mortgagee or the Beneficiaries in the performance of their duties and the exercise of their rights including, without limiting the generality of the foregoing, reasonable costs and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

SECOND: To the payment of all items of Indebtedness, if prior to the occurrence of an Event of Default in accordance with Article IX of the LLC Loan Agreement and after the occurrence and during the continuance of an Event of Default, as provided in Section 5.9 below;

THIRD: Any surplus thereafter remaining after all commitments of the Beneficiaries under any of the Transaction Documents have been terminated, all Indebtedness shall have been paid in full and the Swap Agreements shall have terminated, shall be paid to the Mortgagor or the Mortgagor's successors or permitted assigns, as their interests shall appear.

3.3 No Liability for the Mortgagee or the Beneficiaries in Collecting. The Mortgagee and the Beneficiaries are hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Mortgagee or the Beneficiaries under this Article) and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on the Mortgagee's or the Beneficiaries' Rights. Nothing herein or in the LLC Loan Agreement, in the Note or in any of the Swap Agreements contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Note and the other Indebtedness secured hereby, regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security of any and every character now or hereafter existing to secure the payment of the Note and of such other Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Mortgagee or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive all of the PP Hydrocarbons and the proceeds therefrom after an Event of Default shall have occurred pursuant to Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof, and to exercise all the rights, privileges, powers and remedies conferred upon the Mortgagor by the Conveyance. From the Closing Date until an Event of Default shall have occurred, nothing herein shall interfere with the obligation of the Mortgagor under the LLC Loan Agreement to direct payments received by the Mortgagor into the Collateral Account or with the right of the Trust to make withdrawals from the Collateral Account. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V hereof, the PP Hydrocarbons thereafter produced (or theretofore produced if in storage and unsold) from that portion of the Mortgaged Property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagor agrees to indemnify the Trustees, the Mortgagee and the Beneficiaries against all claims, actions, liabilities, judgments, reasonable costs, reasonable attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or any of them with respect to the Production Payment, as a consequence of the

assertion, either before or after the payment in full of the Note and the other Indebtedness secured hereby, that they or any of them received PP Hydrocarbons or the proceeds thereof claimed by the third persons, and the Trustees, the Mortgagee and the Beneficiaries shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or either of them shall have the right to pay or compromise and adjust all such claims; provided, however, that they will not execute a settlement of any such action, suit, or proceeding without the written consent of the Mortgagor (which consent shall not be unreasonably withheld or delayed) if reimbursement therefor is sought from the Mortgagor or any Other Third Party unless the Mortgagor or any Other Third Party, as the case may be, denied or contests or fails to accept in writing its ability under the indemnity, or lacks the assets and ability to pay the claim for which indemnity is sought. The Mortgagor will indemnify and pay to the Trustees, the Mortgagee or the Beneficiaries, as the case may be, any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Trustees, the Mortgagee or the Beneficiaries or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release, termination, foreclosure or assignment of this Mortgage or any sale hereunder.

ARTICLE IV

EVENTS OF DEFAULT

4.1 Events of Default. In case any one or more of the following "Events of Default" shall occur and shall not have been remedied:

(a) default in the payment when due of the LLC Loans;

(b) the occurrence of any Event of Default (as defined in the LLC Loan Agreement);

(c) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

(d) failure by the Mortgagor, within ten (10) days after notice thereof from the Mortgagee, to cure a default in the due performance or observance of any covenant or agreement contained in this Mortgage and not constituting a default in the payment of principal of or interest upon the Note or in the payment of any other Indebtedness secured hereby;

(e) any of the Mortgaged Property shall be attached or seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto;

(f) the title of the Mortgagor to the Mortgaged Property or any part thereof shall become the subject matter of litigation which would or might, in any of the Required Transaction Parties' opinion, upon final determination result in substantial impairment or loss of the security provided by this Mortgage, and upon notice by any

of the Required Transaction Parties to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice;

(g) this Mortgage shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Mortgagor; the Mortgagor or any other Person shall, directly or indirectly, contest in any manner such effectiveness, validity, binding nature or enforceability; or this Mortgage, in the reasonable opinion of the Required Transaction Parties, shall, in whole or in part, cease to be a perfected first priority security interest in any part of the Mortgaged Property; or

(h) default by the WI Owner in the due performance or observance in any covenant or agreement contained in the Conveyance or in its undertaking; or the occurrence of any Designated Event under the Conveyance;

then and in any such Event of Default the Mortgagee, at its option, may, and at the request of the Relevant Beneficiary (as defined in Section 6.22) shall, without any notice or demand of any kind, both of which are hereby expressly waived, exercise any one or more of the rights and remedies provided hereunder or under applicable law. The Mortgagee and each of the Beneficiaries shall also have all other rights and remedies provided under the other Transaction Documents and under applicable law.

ARTICLE V

ENFORCEMENT OF THE SECURITY

5.1 Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as they may elect, the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustees may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to the Mortgaged Property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of the Mortgaged Property without the necessity of public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale without the necessity of public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustees may make other and successive sales until all of the trust estate be legally sold. With respect to that portion, if any, of the Mortgaged Property situated in the State of Wyoming, this instrument may be foreclosed by advertisement and sale as provided by applicable Wyoming statutes.

5.2 Rights of the Trustees with Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees will have all rights and remedies granted by law, and

particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustees may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustees may require the Mortgagor to assemble such personal property and make it available to the Trustees at a place to be designated by the Trustees which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustees will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this Mortgage at least five (5) days before the time of the sale or disposition.

5.3 Rights of the Trustees with Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an Event of Default and if such event shall be continuing, the Trustees may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and then proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an Event of Default and if such Event of Default shall be continuing, the Trustees, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property for cash or upon credit in one or more parcels or portions under executory or ordinary process, at the Trust's sole option, without appraisement (appraisement being expressly waived), or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustees to have physically present or constructively in their possession at any sale held by the Trustees or by any court, receiver or public officer any or all of the Mortgaged Property; and the Mortgagor shall deliver to the purchasers at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to such purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Mortgagee and each of the Beneficiaries shall have the right to become the purchaser at any sale held by the Trustees or by any court, receiver or public officer, and the Mortgagee and each of the Beneficiaries shall have the right to credit upon the amount of the bid made therefor the amount payable out of the

net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principle sum of, and interest accrued on, the Indebtedness after the same has become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustees, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustees so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. The Mortgagor hereby waives, to the extent permitted by law, the benefit of all redemption laws now or hereafter in force in the event of sale hereunder of the Mortgaged Property or any part thereof or any interest therein.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, and any proceeds from the Mortgaged Properties after the occurrence and during the continuance of an Event of Default including any payments received pursuant to Section 3.1, shall be applied as follows:

FIRST: To the payment and satisfaction of all costs and expenses incurred by the Trustees, the Mortgagee and the Beneficiaries in the performance of their duties and the exercise of their rights including, without limiting the generality of the foregoing, reasonable costs and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees; and

SECOND: To the payment of the Indebtedness secured hereby with interest to the date of such payment, pro rata according to the

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Trust's and each Secured Swap Counterparty's percentage share at the time of such payment of the aggregate unpaid amount of such Indebtedness together with interest accrued thereon.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the full extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, further waives, to the full extent that the Mortgagor may lawfully do so, any requirement for posting a receiver's bond or replevin bond or other similar type of bond if the Trustees commence an action for appointment of a receiver or an action for replevin to recover possession of any of the Mortgaged Property. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All reasonable costs and expenses (including attorneys' fees) incurred by the Trustees, the Mortgagee or the Beneficiaries in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan under the LLC Loan Agreement until paid, all of which shall constitute a portion of the Indebtedness secured hereby.

5.12 Other Remedies. Upon the occurrence of an Event of Default, the Trustees, the Mortgagee and the Beneficiaries shall be entitled to exercise, in addition to other remedies provided in this Article V, selectively and successively, any and all rights and remedies under applicable law.

5.13 Foreclosure; Receiver. Upon the occurrence of any Event of Default, the Mortgagee shall also have the right, immediately or at any time thereafter, to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, appoint a receiver for the benefit of

the Mortgagee, with power to take possession, charge and control of the Mortgaged Properties, to lease the same, to keep the buildings thereon insured and in good repair and to collect all revenues during the pendency of such foreclosure suite and during any period of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Indebtedness, including, without limitation, the following, in such order of application as the Mortgagee may elect: (i) amounts due to repay the Indebtedness, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses (including, without limitation, attorneys' fees and expenses) of foreclosure and litigation upon the Mortgaged Properties, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Mortgaged Properties, (v) any other lien or charge upon the Mortgaged Properties that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same, and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in any Transaction Document or otherwise, to protect the security hereof provided herein, or in any of the Transaction Documents, with interest on such advances at the interest rate applicable under the relevant Transaction Documents. The surplus of the proceeds of sale, if any, shall then (to the fullest extent permitted by applicable law) be paid to the Mortgagor upon its written request (and, if not permitted by law to be paid to the Mortgagor, such surplus shall be paid and applied as required by applicable law). This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Mortgaged Properties, as the Mortgagee may elect, until all of the Mortgaged Properties have been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Security Interests. To further secure the Indebtedness, the Mortgagor hereby grants to the Mortgagee for the pro rata and pari passu use and benefit of the Beneficiaries, a security interest in all of the Mortgagor's right, title and interest (whether now or hereafter existing or arising) in and to the Mortgaged Property insofar as such Mortgaged Property consists of the PP Hydrocarbons and the proceeds thereof and any general intangibles, contract rights or accounts of any kind or character incident to said Mortgaged Property and which are defined in the applicable Uniform Commercial Code of any State in which any particular portion of the Mortgaged Property may be located, and all other rights of the Mortgagor pursuant to the Conveyance and the Assignment, including the rents, issues, profits, products and proceeds from any and all such

personal property, and for such purpose and in connection therewith it is acknowledged that the security interests created hereby under applicable provisions of the Uniform Commercial Code attach to the PP Hydrocarbons and the accounts resulting from the sale thereof at the wellheads of the wells located on the land described or to which reference is made on attached Exhibit A and this Mortgage (or, at the option of the Mortgagee, a carbon, photographic or other reproduction hereof) is to be filed of record in the real estate records as a Uniform Commercial Code financing statement. Upon the happening of any Event of Default hereunder, the Mortgagee is and shall be entitled to all rights, powers and remedies afforded a secured party by the applicable Uniform Commercial Code of any State in which a portion of the Mortgaged Property may be located or the Trustees, the Mortgagee or the Beneficiaries may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted hereunder in respect of the Trustees, the Mortgagee or the Beneficiaries under any other instrument executed in connection with or as security for the Note or any of the other Indebtedness secured hereby.

6.2 Successor Trustees. Any Trustee may resign in writing addressed to the Mortgagee or may be removed at any time with or without cause by an instrument in writing duly executed by the Mortgagee. In case of the death, resignation or removal of a Trustee, one or more successor Trustees may be appointed by the Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing; such power may be exercised as often as and whenever the Mortgagee may elect. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee or Trustees all the estate and title of the predecessor Trustee in all of the Mortgaged Property, and he or they shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustees shall be deemed to refer to the Trustees from time to time acting hereunder.

6.3 Actions or Advances by the Mortgagee or the Trustees. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, the Mortgagee or the Trustees or any receiver appointed hereunder, may, but shall not be obligated to, take action and/or make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay the expense of such action and such advances upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan under the LLC Loan Agreement until paid or, in the event any promissory note evidences such Indebtedness, upon the terms and conditions thereof. No such advance or action by the Trustees, the Mortgagee or any receiver appointed hereunder shall be deemed to relieve the Mortgagor from any default hereunder.

6.4 Defense of Claims. The Mortgagor will notify the Trustees and the Mortgagee, in writing, promptly of the commencement of any legal

proceedings affecting the lien or security interest hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustees and the Mortgagee, as may be necessary or appropriate to preserve the Mortgagor's, the Trustees' the Mortgagee's and the Beneficiaries' rights affected thereby and/or to hold harmless the Trustees and the Mortgagee in respect of such proceedings; and should the Mortgagor fail or refuse to take any such action, the Trustees or the Mortgagee may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Trustees, the Mortgagee or the Beneficiaries may take such independent action in connection therewith as it or they may in its or their discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan under the LLC Loan Agreement until paid will, on demand, be reimbursed, as appropriate, to the Trustees, the Mortgagee, the Beneficiaries or any receiver appointed hereunder. The obligations of the Mortgagor as hereinabove set forth in this Section 6.4 shall survive the release, termination, foreclosure or assignment of this Mortgage or any sale hereunder.

6.5 The Mortgaged Property to Revert. If the Note and all other Indebtedness secured hereby shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustees, the Mortgagee and the Beneficiaries shall thereupon cease; and the Trustees, the Mortgagee and the Beneficiaries in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

6.6 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness secured hereby may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Trustees, the Mortgagee and the Beneficiaries may take or may now hold other security for the Indebtedness, all without notice to or consent of the Mortgagor. The Trustees, the Mortgagee or the Beneficiaries may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this Mortgage, which shall continue as a first lien upon and prior perfected security interest in the Mortgaged Property not expressly released until the Note and all other Indebtedness secured hereby are fully paid.

6.7 Instrument an Assignment, etc. This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, pledge, chattel mortgage, contract, deed of trust, Uniform Commercial Code financing statement (including being effective as a Uniform Commercial Code financing statement covering minerals or the like (including oil and gas) and accounts financed at the wellhead of wells located on the property described in Exhibit A hereto), real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.8 Limitation on Interest. No provision of this Mortgage, of the Note or of the other LLC Loan Documents shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Note or in any of the other LLC Loan Documents provided for, or shall be adjudicated to be so provided for herein or in the Note or any of the other LLC Loan Documents, the Mortgagor shall not be obligated to pay such excess, and it shall be considered that only the maximum legal rate of interest is provided for herein.

6.9 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Note or any other LLC Loan Document is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Note or any other LLC Loan Document shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustees, the Mortgagee and the Beneficiaries in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.10 Rights Cumulative. Each and every right, power and remedy herein given to the Trustees, the Mortgagee or the Beneficiaries shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustees, the Mortgagee or the Beneficiaries, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustees, the Mortgagee or the Beneficiaries in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.11 Waiver by the Trustees, etc. Any and all covenants in this Mortgage may from time to time by instrument in writing signed by the Trustees be waived to such extent and in such manner as the Trustees may desire, but no such waiver shall affect or impair either the Trustees' rights or liens or security interests hereunder, except to the extent specifically stated in such written instrument.

6.12 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action, to execute and deliver any release, to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustees, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this Mortgage, the term "Trustee" shall mean the Trustees hereinabove named, or either of them, as the context requires, and any successor Trustee.

6.13 No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, joint venture, or association among the Mortgagor, the Trustees, the Mortgagee, the Trust and the Secured Swap Counterparties, or in any way as to make the Trust, the Secured Swap Counterparties, the Mortgagee or the Trustees coprincipals with the Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

6.14 Successors and Assigns. This Mortgage is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustees, their successors, the Mortgagee, its successors and assigns and the Beneficiaries, and their successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.15 Article and Section Headings. The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

6.16 Execution in Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart all or portions of Exhibit A hereto which describes properties situated in parishes or counties other than the parish or county in which such counterpart is to be recorded or filed may have been omitted. All such counterparts constitute one and the same instrument.

6.17 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county or parish in which any portion of the real property constituting Mortgaged Property is situated, and, when filed in such counties or parishes shall be effective as a financing statement. At the option of the Trustees or the Mortgagee, a carbon, photographic or other reproduction of this Mortgage or of any financing statement covering the Mortgaged Property or any portion thereof shall be sufficient as a financing statement and may be filed as such.

6.18 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagor at the address shown on the cover page of this Mortgage or to such different address as the Mortgagor shall have designated by written notice received by the Trustees or the Mortgagee.

6.19 Limitation on Liability of Harris. It is expressly understood and agreed by the parties hereto that (a) this Mortgage is executed and delivered by Harris, not individually or personally but solely as trustee of the Trust (the "HG Trustee"), in the exercise of the powers and authority conferred and vested in it, (b) the representations, undertakings and agreements herein made on the part of the Trust are made and intended not as personal representations, undertakings and agreements by Harris, but are made and intended for the purpose of binding only the

Trust, (c) nothing herein contained shall be construed as creating any liability on Harris, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties who are signatories to this Mortgage and by any Person claiming by, through or under such parties and (d) under no circumstances shall Harris be personally liable for the payment of any indebtedness or expenses of the Trust, or the Depositor (as defined in the Trust Agreement) or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust, or the Depositor under this Mortgage.

6.20 No Recourse of Members. The obligations of Mortgagor under this Mortgage are solely the obligations of Mortgagor. No recourse shall be had for the payment of any amount owing by Mortgagor under this Mortgage, or for the payment by Mortgagor of any fee in respect hereof or any other obligation or claim of or against Member arising out of or based on this Mortgage, against Lord Securities Corporation, a Delaware corporation ("Lord") or Broad Street Contract Services, Inc., a Delaware corporation ("Broad Street"), or against any member, employee, officer, director or incorporator of the Mortgagor. For purposes of this Section 6.20, the terms "Lord" and "Broad Street" shall include Lord and Broad Street, respectively, and all of their respective affiliates thereof and any employee, officer, director, incorporator, stockholder or beneficial owner of any of them; provided, however, that neither Mortgagor nor any of its members shall be considered to be an affiliate of Lord or Broad Street for purposes of this Section.

6.21 Waivers. The parties hereto expressly waive the production of Mortgage Certificates and hereby release and hold the Notary Public whose name is hereunder signed harmless for and by reason of the nonproduction and nonannexation thereof to this instrument.

6.22 Regarding the Mortgagee. The Mortgagee shall be afforded all of the rights, powers, immunities and indemnities afforded to the HG Trustee under Article X of the Trust Agreement as if such provisions were specifically set forth herein, mutatis mutandis. In taking action to exercise rights or remedies under this Mortgage against the Mortgaged Property, the Mortgagee will follow the instructions of the Relevant Beneficiary (as hereinafter defined). In taking action under this Mortgage to preserve and protect the liens granted hereunder, the priority of such liens and any Mortgaged Property from time to time in its possession, the Mortgagee will act in accordance with the instructions of the HG Trustee and/or the Initial Swap Counterparty and if such instructions should conflict, it will follow the instructions of the Relevant Beneficiary (as hereinafter defined). For purposes of this Section 6.22 and Section 4.1, "Relevant Beneficiary" shall mean: (i) until the Mortgagee shall have received notice from the HG Trustee to the effect that the Indebtedness due and owing to the Trust has been repaid in full (the "Notice of Trust Repayment"), the Trust acting through the HG Trustee; and (ii) upon receipt by the Mortgagee of the Notice of Trust Repayment and subsequent thereto, the Initial Swap Counterparty. Anything herein to the contrary notwithstanding, the Trustees, the Mortgagee and the Beneficiaries shall not, without the prior written approval of the Required Transaction Parties, (i) amend, restate or modify this Mortgage in any way, or (ii) release or consent to any release of any of the Mortgaged Property. Whenever this Mortgage shall

require the consent of the Trustees, the Mortgagee or the Beneficiaries, such consent shall not be deemed to have been given without the prior written approval of the Required Transaction Parties. By accepting the benefits of this Mortgage, the Beneficiaries agree to be bound by the terms and conditions herein contained.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

HILLTOP GAS, LLC

By: BSCS XII, Inc.
a Delaware corporation,
its sole Member

By: _____
Title: RICHARD L. TAIANO
Name: VICE PRESIDENT

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

BE IT REMEMBERED that I, MARY L. BRADY, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this ___ day of _____ there appeared before me the following person, being the designated officer of the corporation set opposite his name, and such corporation being a party to the foregoing instrument:

RICHARD L. TAVANO, the VICE PRESIDENT, of BSCS XII, Inc. whose address is:

c/o Broad Street Contract Services, Inc.
2 Wall Street
New York, New York 10005

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or association set opposite his name (or a Trustee, as the case may be) on behalf of said corporation or association set opposite his name (or of himself as Trustee, as the case may be).

WYOMING — The foregoing instrument was acknowledged before me by RICHARD L. TAVANO the above individual on this ___ day of April 1999.

WITNESS my hand and official seal.

Mary L. Brady
Notary Public
Residing at 12 WALKER PLACE
Staten Island, NY, NY 10312

My commission expires:

MARY L. BRADY
Notary Public, State of New York
No. 43-4771923
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires May 31, 2000

EXHIBIT A
To
Mortgage
dated as of
April 21, 1999
from
HILLTOP GAS, LLC
a Delaware limited liability company
to Mary Lee Latta, as Trustee, and
Donald G. Skipper, as Trustee
and
Harris Trust and Savings Bank, as Mortgagee
(as herein defined)

List of Properties

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
ST WY 90-00365	Wold Oil & Gas Co.	6/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				98	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.88			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1- 5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2- 5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11- 5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15- 5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1- 6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16- 6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3- 6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5- 6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1- 7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3- 7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3- 7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9- 7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

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Exhibit A. List of Properties

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			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-108W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 6-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL									
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14					92	407				P
								NW-SE		NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE		SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE		YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE		YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14					92	12				P
								NW-SW		NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW		STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11					93	321				P
								NW-SE		NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE		SESE 11-28N-109W	40			0.33333	0.26333	40	P
								SW-SE		YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE		YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2					94	461				P
								SE-SE		SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)		YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE			40			0.33333	0.26333	40	P
								NW-SE (Lot 2)			32.3525			0.33333	0.26333	40	P
WYW-141756	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25					Segregated from Base Lease #WYW127749					P
								NE-NE		CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE		CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE		CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW		CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW		CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE		CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW		NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW		SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18					Segregated from Base Lease #WYW125948					P
								SE-SE		SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE			40	88	371	0.33333	0.26333	40	P

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LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	88	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1-4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2-4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3-4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14-4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

EXHIBIT B
To
Mortgage
dated as of
April 21, 1999
from
Hilltop Gas, LLC
a Delaware limited liability company
to Mary Lee Latta, as Trustee and
Donald G. Skipper, as Trustee
and
Harris Trust and Savings Bank, as Mortgagee
(as herein defined)

Form of Conveyance of Production Payment

[redacted] [redacted] [redacted]

EXHIBIT B

PRODUCTION PAYMENT CONVEYANCE

ROCKIES ACQUISITION PROPERTIES, INC.,
Grantor

to

HILLTOP GAS, LLC
Grantee

Dated April 21, 1999

30187924

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PRODUCTION PAYMENT CONVEYANCE

THIS CONVEYANCE (this "Conveyance") dated as of the Effective Date set out at the end hereof, is from and by ROCKIES ACQUISITION PROPERTIES, INC. a Delaware corporation (herein called "Grantor"), to HILLTOP GAS, LLC, a Delaware limited liability company (herein called "Grantee").

ARTICLE I

Section 1.1 Defined Terms. When used in this Conveyance or in any exhibit or schedule hereto (unless otherwise defined in any such exhibit or schedule), the following terms have the respective meanings assigned to them in this section or in the sections, subsections, exhibits and schedules referred to below:

"Affiliate" means, with respect to any Person: (a) any other Person directly or indirectly owning, controlling or holding with power to vote 33% or more of the outstanding voting securities of such Person, (b) any other Person 33% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, and (c) any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Agreed Rate" means a per annum rate of interest which is equal to the lesser of: (a) that rate of interest (i) which is two percent (2.0%) above the "Prime Rate" announced by Bank of Montreal Chicago Branch from time to time or (ii) which is from time to time agreed by Grantor and Grantee and that is acceptable to Grantee's Funding Sources, and (b) the maximum rate of interest from time to time permitted by applicable law.

"Barrel" means forty-two (42) United States gallons at Sixty Degrees Fahrenheit (60 degrees F) of Crude Oil after deducting any sediment and water present, such volume corresponding to a Net Standard Volume barrel at 60 degrees F as defined in the Annex to Chapter I, American Petroleum Institute Manual of Petroleum Measurements Standards dated October, 1981.

"Base Quantity" means 36,729 MMMBTUs.

"British Thermal Unit" or "BTU" means the amount of energy required to raise the temperature of one pound of pure water one degree Fahrenheit from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit, as defined in the American Gas Association Gas Measurement Manual and any subsequent revisions.

"Certain Percentage" means:

(a) With respect to each portion of Subject Lands described on Exhibit A, the greater of (i) the percentage shown on Exhibit A as the "Certain Percentage" for such portion of Subject Lands or (ii) the portion of Hydrocarbons produced from such portion of Subject Lands which is

attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests) to Subject Interests, and

(b) For each other portion of Subject Lands, the portion of Hydrocarbons produced from such portion of Subject Lands which is attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests) to Subject Interests.

"Commercial Well" shall have the meaning given such term in Section 3.3(c).

"Contract Costs" means all costs incurred by Grantee with respect to any interest rate or commodity swap, hedge or other agreement or other hedging transaction, costs incurred in respect to stranded transportation charges, which for purposes hereof shall mean the volumetric equivalent of any demand charges incurred for firm transportation downstream of the scheduled Measurement Points which transportation could not be utilized as a result of Grantor's failure to deliver the Specified Quantities at the appropriate Measurement Points.

"Designated Event" has the meaning assigned to it in Section 5.1.

"Designated PP Hydrocarbons" has the meaning assigned to it in Section 3.2(b)

"Direct Taxes" means all ad valorem, property, gathering, franchise, transportation, pipeline regulating, gross receipts, severance, production, excise, heating content, carbon, value, value added, environmental, occupation, sales, use, fuel, and other taxes and governmental charges and assessments imposed on all or any part of the Subject Interests, Hydrocarbons produced from Subject Interests or the proceeds thereof, the Production Payment or the PP Hydrocarbons or the proceeds thereof, regardless of the point at which such taxes, charges or assessments are charged, collected, levied or otherwise imposed. The only taxes which are not Direct Taxes are federal and state income taxes.

"Eighty Acre Spacing Properties" means any Subject Interest (or land pooled therewith) designated on the attached Exhibit A under the heading "40 or 80" as having eighty acre spacing for all or any portion of such Subject Interest.

"Environmental Event" means any act, omission, occurrence or circumstance which causes any representation in Section 3.1(j) of the Purchase Agreement to cease to be entirely true and accurate.

"Environmental Laws" means all applicable local, state or federal laws, rules, regulations, or orders regulating or otherwise pertaining to (a) the use, generation, migration, storage, removal, treatment, remedy, discharge, release, transportation, disposal or cleanup of pollutants, contamination, hazardous, wastes, hazardous substances, hazardous materials, toxic substances or toxic pollutants, (b) the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air and any other environmental medium on or off any Subject Interest,

or (c) the environment or health and safety-related matters; including the following as from time to time amended and all others whether similar or dissimilar; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act, as amended, the Toxic Substance Control Act, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, Michigan Department of Environmental Quality Rule 1106 and all other rules and regulations related to H_2S wells, and all regulations promulgated pursuant to any of the foregoing.

"Event" has the meaning assigned to it in Section 3.1(b).

"Force Majeure" shall mean any act, omission, or circumstances occasioned by or in consequence of any blockages, insurrections, riots, epidemics, flood, washouts, landslides, earthquakes, extreme cold or freezing weather, lightening, arrests and restraint of rules and peoples (federal, state, local, tribal, civil or military), civil disturbances, explosions, breakage of or accident to machinery or line or pipe, the order of any court or governmental authority having jurisdiction, or any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming force majeure, not caused by the fault or negligence of such party, and which by the exercise of due diligence such party is unable to prevent or overcome; provided that failures to prevent or settle strikes, changes in market conditions, losses of markets, and changes in tax laws shall not be considered events of Force Majeure.

"Funding Source" has the meaning assigned to such term in the Purchase Agreement.

"Gas" means natural gas and other gaseous hydrocarbons (including casinghead gas, but excluding condensate and other liquid hydrocarbons removed by mechanical field separation prior to the Measurement Points).

"Gas Index" means a price equal to the price as published by Inside F.E.R.C.'s Gas Market Report for the first of the month under the heading "Northwest Pipeline Corp. Rocky Mountains Index" as expressed in dollars per MMBTU; provided, that if such price or report is no longer being published, such other reported price as shall be mutually agreed in good faith by Grantor and Grantee with the consent of the Required Transaction Parties (as defined in the LLC Credit Agreement (as defined in the Purchase Agreement)).

"Grantee" means the Person named in the preamble to this Conveyance as the Grantee, and unless the context in which used shall otherwise require, such term means any successor-owner at the time in question of any or all of the Production Payment.

"Grantor" means the Person named in the preamble of this Conveyance as Grantor, and, unless the context in which used shall otherwise require, such term means and successor-owner at the time in question of any or all of the Subject Interests.

"Hydrocarbons" means Gas and Oil.

"Increased Financing Costs" means all costs or expenses incurred by Grantee under any financing agreement the proceeds of which are used by Grantee to acquire the Production Payment or any portion thereof (or any refinancing, restructuring or rescheduling thereof) or under any hedging or swap agreement, including, without limitation, rescheduling, unwinding, termination or other costs and all increased costs, capital adequacy, interest period breakage, indemnity and other costs and expenses.

"Independent Engineer" has the meaning assigned to such term in the Purchase Agreement.

"Initial Time" shall mean 7:00 A.M. local time at the location of the Subject Interests, respectively, on May 1, 1999.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute or statutes.

"Make-Up Deliveries" means, for each Month during the Production Payment Period, the positive remainder, if any, of (a) the quantity (expressed in MMBTUs, based on MMBTU Content thereof) of PP Hydrocarbons actually received hereunder by Grantee, from the Subject Interests during such Month (as measured at the Measurement Points), minus (b) the Specified Quantity for such Month. All Make-Up Deliveries shall consist of (a) the quantity of Gas produced from such portion of the Subject Lands which is attributable to (or, to the extent pooled or unitized, allocated to) the Subject Interests necessary to reduce the Make-Whole Balance to zero, plus, in the event an insufficient quantity of Gas is produced from such portion of the Subject Lands to reduce the Make-Whole Balance to zero, (b) the quantity of Oil produced from such Subject Lands, not to exceed the amount necessary to reduce the Make-Whole Balance to zero.

"Make-Whole Balance" means, when determined as of the end of any Month during the Production Payment Period, the Make-Whole Balance as of the beginning of such Month adjusted as follows:

(a) Increased by an amount equal to the product of (i) the Volume Shortfall, if any, for such Month, times (ii) the Marker Price (shortfall) for such Month;

(b) Decreased by an amount equal to the product of (i) the Make-Up Deliveries, if any, for such Month, times (ii) the Marker Price (make-up) for such Month;

(c) Increased by any amounts (including Direct Taxes and Reimbursable Expenses) which Grantor is obligated hereunder to pay but has not paid and which are paid (or otherwise borne, including by means of deduction from proceeds) by Grantee during such Month, plus an amount equal to interest on any such amounts at the Agreed Rate for the period from the date such amounts are paid or borne (amounts borne by deduction from proceeds being deemed borne at the time when the proceeds are received from which the same were deducted) by Grantee to the end of such Month;

(d) Decreased by any amounts previously included in the Make-Whole Balance pursuant to clause (c) but for which Grantor has reimbursed Grantee during such Month; and

(e) Increased by an amount equal to the interest which would have accrued during such Month on an amount equal to the sum of (i) the amount computed under clause (a) above, plus (ii) the Make-Whole Balance at the beginning of such Month, had such amount borne interest at the Agreed Rate on each day during such Month.

The Make-Whole Balance at the Initial Time will be zero, and the Make-Whole Balance shall never be reduced by the above adjustments to be less than zero.

"Marker Price (makeup)" means, for each Month the Gas Index.

"Marker Price (shortfall)" means, for each Month the Gas Index.

"Measurement Points" means the points designated as such on Schedule 2.

"MMBTU" means 1,000,000 British Thermal Units.

"MMBTU Content" means the heating value, expressed in MMBTUs, of any particular Hydrocarbons, The MMBTU Content of any particular quantity of Gas shall be the actual heating value thereof as determined on a dry basis. The MMBTU Content of any particular quantity of Oil shall be determined by the following formula.

$$A \times \frac{\text{Oil Index}}{\text{Gas Index}} = B$$

A = quantity of Oil expressed in Barrels
B = MMBtu Content expressed in MMBtu

"MMMBTU" means 1,000,000,000 British Thermal Units.

"Month" means (i) the period between the Initial Time and 7:00 A.M. local time at the location of the Subject Interests, respectively, on the first day of the calendar month following the calendar month in which the Initial Time falls and (ii) thereafter, the period between 7:00 A.M. local time at the location of the Subject Interests respectively on the first day of one calendar month and 7:00 A.M. local time at the location of the Subject Interests respectively on the first day of the next calendar month.

"Non-Affiliate" means, with respect to any Person, any Person who is not an Affiliate of such Person.

"Oil" means crude oil, condensate and other liquid hydrocarbons.

"Oil Index" means in any Month for any Oil the net realized price per barrel received by the Grantee from the sale of Oil in such Month.

"Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, court or governmental unit or any agency or subdivision thereof, or any other legally recognizable entity.

"PP Hydrocarbons" means the Hydrocarbons attributable to the Production Payment.

"Production Payment Document" has the meaning for such term provided in the Purchase Agreement.

"Production Payment" means the limited term overriding royalty interest which is granted herein to Grantee, and all other rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident to such limited term overriding royalty interest.

"Production Payment Percentage" means: (a) for each Month (A) for which there is no Specified Quantity or (B) during and following a Reserve Tail Event, a Specified Event or a Designated Event, ninety percent (90%); provided that if the Production Payment Percentage is or becomes 90% as a result of a Reserve Tail Event, a Specified Event or a Designated Event, then such Production Payment Percentage shall remain 90% unless Grantee shall otherwise consent to a lesser percentage and (b) for each Month (other than a Month described in the foregoing (a)) the lesser of (i) ninety percent (90%) or (ii) that percentage necessary to cause Grantee to receive hereunder a quantity (expressed in MMBTUs based on the MMBTU Content thereof) of Hydrocarbons (measured at the Measurement Points) during such Month equal to the Specified Quantity for such Month, plus that additional quantity (expressed in MMBTUs based on the MMBTU Content thereof) of Hydrocarbons (measured at the Measurement Points) which would be required to cause the Make-Whole Balance to be reduced to zero at the end of such Month.

"Production Payment Period" means the period from and after the Initial Time until the Termination Time.

"Proved Developed Producing Reserves" means, with respect to the Subject Interests, those quantities of Hydrocarbons, estimated by Grantee and Grantee's Funding Sources with reasonable certainty, as demonstrated by geological and engineering data, to be economically recoverable from the Subject Interests by standard producing methods under existing regulatory practices and economic conditions using existing conventional equipment and operating methods from existing completion intervals open for production on the effective date of the evaluation.

"Proved Reserves" means with respect to the Subject Interests, those quantities of Hydrocarbons, estimated by Grantee and Grantee's Funding Sources with reasonable certainty, as

demonstrated by geological and engineering data, to be economically recoverable from the Subject Interests by standard producing methods under existing regulatory practices and economic conditions.

"Purchase Agreement" means the Purchase Agreement of even date herewith between Grantor and Grantee, as amended or modified from time to time.

"Reimbursable Expense" means the aggregate of all reasonable expenses, other than general or administrative expenses, paid or incurred by Grantee which are incidental (a) to Grantor's delivery of any PP Hydrocarbons at any place other than a Measurement Point or in any month other than the month during which such PP Hydrocarbons are scheduled to be delivered pursuant to Schedule 1 hereto (including without limitation, any costs or expenses, including interest, with respect to any Contract Costs and any Increased Financing Costs); (b) to any litigation, contest, release or discharge of any adverse claim or demand made by any Person affecting in any manner whatsoever the Production Payment or the PP Hydrocarbons, including, without limitation, all indemnities and all reasonable fees and expenses of counsel for Grantee and counsel for any Funding Sources; (c) to the exercise by Grantee or its assigns of its right to succeed to the rights of Grantor; or (d) to complete discharge and/or reconveyance of the Production Payment, including, without limitation, all costs, expenses and taxes associated or connected with the withdrawal of Grantee and any of its members as a foreign limited liability company or corporation from any State and the dissolution of Grantee following the discharge of the Production Payment and the fees and out-of-pocket expenses of accountants and counsel employed by Grantee in connection therewith.

"Reserve Tail Event" shall be deemed to have occurred if any of the following shall occur during any of the following periods (i) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by the remaining Proved Developed Producing Reserves ("PDP Reserves") attributable to the Subject Interests, (ii) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by Proved Reserves, or (iii) the PP Hydrocarbons remaining to be delivered pursuant hereto divided by the PDP Reserves attributable to the Subject Interests that are expected to be produced on or before May 1, 2006, shall be more than the percentage set forth opposite such period below based on Grantee's and Grantee's Funding Sources' evaluation of the Proved Developed Producing Reserves or Proved Reserves, as the case may be, using their customary standards and practices for evaluating oil and gas reserves:

Period	(i) Percentage PDP Reserves	(ii) Percentage Proved Reserves	(iii) Percentage PDP Reserves During Term
5/1/99 - 12/31/99	70%	50%	200%
1/1/00 - 12/31/00	60%	50%	150%
1/1/01 - 12/31/01	50%	50%	100%

Period	(i) Percentage PDP Reserves	(ii) Percentage Proved Reserves	(iii) Percentage PDP Reserves During Term
1/1/02 - 12/31/02	40%	40%	75%
1/1/03 - 12/31/03	30%	30%	75%
1/1/04 - 12/31/04	20%	20%	75%
1/1/05 - 12/31/05	20%	20%	75%
1/1/06 - 4/25/06	20%	20%	75%

provided, that for purposes of such calculation, volumes of Oil shall be converted to MMBtu's of Gas by multiplying such Volumes of Oil by six (6) MMBtu's/barrel.

"Retained Interests" means the interests retained by Grantor in the Subject Interests after conveyance of the Production Payment hereunder.

"Specified Event" has the meaning provided in Section 1.1 of the Purchase Agreement.

"Specified Quantity" for any Month means the number of MMBTUs set out for such Month in Schedule 1 hereto. Each Month, the Specified Quantity shall consist of (a) the quantity of Gas produced from such portion of the Subject Lands which is attributable to (or, to the extent pooled or unitized, allocated to) the Subject Interests necessary to total the number of MMBTUs set out for such Month in Schedule 1 hereto, plus, (b) in the event an insufficient quantity of Gas is produced from such portion of the Subject Lands to equal the Specified Quantity for such Month, the quantity of Oil produced from such portion of the Subject Lands necessary to total the number of MMBTUs specified for such Month in Schedule 1 hereto.

"Subject Hydrocarbons" means that portion of the Hydrocarbons in and under and that, during the Production Payment Period, may be produced from (or, to the extent pooled or unitized, allocated to) Subject Lands, which is attributable (after deducting all royalties, overriding royalties, production payments and similar burdens, except this Production Payment, burdening the Subject Interests at the Initial Time which are reflected on Exhibit A) to the Subject Interests.

"Subject Interests" means:

(a) All of those properties described in Exhibit A attached hereto and made a part hereof for all purposes; and

(b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in and under or that may be produced from lands which have been described on Exhibit A hereto (subject to any depth limitations, if any, specified on Exhibit A) or which are described in any lease or other instrument described on Exhibit A hereto but subject to any depth or area limitations, if any, specified on Exhibit A (including interests in oil, gas or mineral leases covering such lands, overriding royalties, production payments and net profits interests in such lands or such leases, and fee mineral interests, fee royalty interests and other interests in such oil, gas and other minerals) even though Grantor's interest in such oil, gas and other minerals may be incorrectly described in, or omitted from, such Exhibit A (and subject to any depth or area limitations, if any, specified in Exhibit A); and

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas or mineral unitization, pooling, or communitization agreements, declarations or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations or declarations, and so-called "working interest units" created under operating agreements or otherwise) relating to the properties described in subsections (a) and (b) above.

"Subject Lands" means (a) the lands and depths described in Exhibit A (where no depth limit is specified, Subject Lands shall include all depths) and (b) all other lands and depths which are covered by Subject Interests.

"Subject Wells" means all wells now located on the Subject Interests or hereafter drilled or proposed to be drilled on the Subject Interests, and any other wells now or hereafter located on lands or leases pooled, communitized or unitized with the Subject Interests.

"Termination Time" has the meaning assigned to it in Section 2.2.

"Title Event" means any act, omission, occurrence, or circumstance which causes any representation in Section 3.1(b) of the Purchase Agreement to cease to be entirely true and accurate.

"Third Party Failure Event" means any act, omission, occurrence or circumstance which causes or constitutes (i) a failure of performance or other breach by any third party, including without limitation any operator, purchaser, processor, gatherer or transporter, of any agreement or obligation arising from or related to Hydrocarbons which have been or are to be produced from the Subject Lands and which has or could reasonably be expected to have a Material Adverse Effect, or (ii) a bankruptcy, reorganization, receivership or similar proceeding against any such third party.

"Volume Shortfall" means, for each Month during the Production Payment Period, the positive remainder, if any, of (a) the Specified Quantity for such Month, minus (b) the quantity of the PP Hydrocarbons (expressed in MMBTUs, based on the MMBTU Content thereof) actually

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received hereunder by Grantee from the Subject Interests during such Month (as measured at the Measurement Points).

Section 1.2 Rules of Construction. All references in this Conveyance to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Conveyance unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Conveyance", "this instrument", "herein", "hereof", "hereunder" and words of similar import refer to this Conveyance as a whole and not to any particular subdivision unless expressly so limited. Unless the context otherwise requires: "including" and its grammatical variations mean "including without limitation"; "or" is not exclusive; words in the singular form shall be construed to include the plural, and vice versa; words in any gender include all other genders; references herein to any instrument or agreement refer to such instrument or agreement as it may be from time to time amended or supplemented; and references herein to any Person include such Person's successors and assigns. All references in this Conveyance to exhibits and schedules refer to exhibits and schedules to this Conveyance unless expressly provided otherwise, and all such exhibits and schedules are hereby incorporated herein by reference and made a part hereof for all purposes.

ARTICLE II

Section 2.1 Conveyance. Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Grantee, as a production payment, a limited term overriding royalty interest equal to the Production Payment Percentage of the Certain Percentage of all Hydrocarbons in and under and that, during the Production Payment Period, may be produced from (or, to the extent pooled or unitized, allocated to) the Subject Lands together with all rights, titles, interests, remedies, powers and privileges appurtenant or incident thereto.

TO HAVE AND TO HOLD the Production Payment unto Grantee, its successors and assigns forever.

Section 2.2 Termination. The Production Payment shall remain in full force and effect until the time (the "Termination Time") which is the later of:

(a) The beginning of the Month which first follows the Month in which the total quantity (expressed in MMBTUs, based on the MMBTU Content thereof) of PP Hydrocarbons actually received by Grantee (measured at the Measurement Points) equals (i) the Base Quantity, plus (ii) the amount (if any) by which (A) the total of all Make-Up Deliveries for all Months from and after the Initial Time exceeds (B) the total of all Volume Shortfalls for all Months from and after the Initial Time (provided that if (B) equals or exceeds (A), the amount under clause (ii) will be zero);

(b) The beginning of the Month which first follows the Month in which the Make-Whole Balance has been reduced to zero as a result of deliveries of PP Hydrocarbons to Grantee and any

other sums owing hereunder to Grantee have been paid; provided, however, that the Production Payment shall in any event terminate whenever twenty-one (21) years less one (1) day shall have elapsed after the death of the survivor of all of the descendants of Joseph P. Kennedy, father of John F. Kennedy, late President of the United States of America, who are living at the date of the earliest execution of this instrument by any of the parties hereto.

In determining when the Termination Time is reached (or in determining Volume Shortfalls or Make-Up Deliveries or the Production Payment Percentage, all as provided for above), all volumes of Hydrocarbons and the MMBTU Content thereof shall be measured at the respective Measurement Points. At the Termination Time all rights, titles and interests herein conveyed in and to any Hydrocarbons thereafter produced shall automatically terminate and vest in Grantor, and, upon request by Grantor, Grantee shall execute and deliver (at Grantor's cost and expense) such instrument or instruments (in proper recordable form, if applicable) as may be necessary to evidence such termination of the Production Payment; provided that, notwithstanding the foregoing or anything herein to the contrary, any obligations which any Person may have to indemnify or compensate Grantee, or to make payments to Grantee on account of PP Hydrocarbons produced before the Termination Time, shall survive any termination of the Production Payment. In the event any individual Subject Interest (or portion thereof, as applicable) should cease to be in force and effect, or otherwise expire before the time this Conveyance and the Production Payment shall terminate in accordance with this Section 2.2, and such individual Subject Interest (or portion thereof, as applicable) not be extended, renewed or replaced, the Production Payment no longer shall apply to that particular Subject Interest (or 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 Base Quantity nor the Make-Whole Balance shall ever be reduced or diminished by reason of the expiration of a Subject Interest (or any portion thereof, as applicable).

Section 2.3 Non Cost Bearing. The Production Payment shall be free of all Direct Taxes, Reimbursable Expenses, and all costs and expenses of exploring, developing, processing and operating the Subject Interests and all costs and expenses of producing Hydrocarbons or compressing, treating, transporting or handling the same prior to the Measurement Points, and all of such Direct Taxes and Reimbursable Expenses and other costs and expenses shall be borne by the Retained Interests and paid by Grantor.

Section 2.4 Hydrocarbons Lost or Used. For the purposes of determining Hydrocarbons attributable to the Production Payment, there shall be excluded from Hydrocarbons produced from (or, to the extent pooled or unitized, allocated to) Subject Lands those Hydrocarbons which are unavoidably lost in the production thereof or in the compression, processing treatment, transportation or handling thereof prior to the applicable Measurement Point, or which are used by Grantor or the Operator of any Subject Interest for such purposes.

Section 2.5 No Proportionate Reduction. It is understood and agreed that, though the Production Payment is conveyed by Grantor to Grantee out of the Subject Interests, such Production Payment shall be equal to the full Production Payment Percentage of the Certain Percentage of the

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Hydrocarbons produced from (or to the extent pooled or unitized, allocated to) the Subject Lands, and shall not be reduced for any reason. For example, the same shall not be reduced if the undivided interest in a lease represented by Subject Interests is less than the entire interest in such lease, or if the interest in oil, gas and other minerals underlying any portion of the Subject Lands which is covered by a particular lease (or group of leases) is less than the entire interest in the oil, gas and other minerals in such portion of the Subject Lands, or if the share of production from (or, to the extent pooled or unitized, allocated to) any portion of Subject Lands which is attributable to the Subject Interests is less than the "Certain Percentage" set forth on Exhibit A for such portion of the Subject Lands or if Grantor does not own, or otherwise have good title to, the Subject Interests described on Exhibit A.

ARTICLE III

Operation of the Subject Interests

Section 3.1 Operations.

(a) (i) As between Grantee and Grantor, Grantor shall have exclusive charge, management and control of all operations to be conducted on the Subject Interests. Grantor shall take or cause to be taken any and all actions which a prudent operator would deem necessary or advisable in the exploration, development, operation, maintenance and management thereof and in the production, handling, processing, treating and transportation of Hydrocarbons produced therefrom up to the Measurement Points, and in so acting Grantor shall not take into account the diminution in Grantor's share of production from the Subject Interests caused by the granting of the Production Payment, and Grantor shall make its economic decisions as if Grantor owned the full interest in the Subject Interests undiminished by the Production Payment.

(ii) Without limitation of the foregoing (a)(i), Grantor shall (1) operate and maintain the Subject Interests, or cause the Subject Interests to be operated and maintained, in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction (including all Environmental Laws) and in conformity with all leases and other contracts and agreements forming a part of or relating to the Subject Interests; (2) promptly pay all costs and expenses (including all Direct Taxes and Reimbursable Expenses and all costs, expenses and liabilities for labor, materials and equipment incurred in connection with the Subject Interests and all obligations to the holders of royalty interests and other interests affecting the Subject Interests) incurred in exploring, developing, operating and maintaining the Subject Interests and in producing, handling, processing treating, processing and transporting Hydrocarbons produced therefrom up to the Measurement Points so that Hydrocarbons meet or exceed the quality, heating value and pressure requirements of the transporting pipeline or receiving tank at the Measurement Points; (3) maintain in full force and effect, free of any right of cancellation, forfeiture or termination, the Subject Interests, as well as all contracts, agreements, permits, licenses, easements, servitudes and other rights necessary or useful in connection with the exploration, development, operation or management of the Subject Interests or the producing, handling, processing treating and transporting of Hydrocarbons produced therefrom and (4) drill, develop, complete and operate the Subject

Interests consistently with and to achieve the production profile and projections in the Reserve Report (as defined in the Purchase Agreement) and the reserve reports delivered pursuant to Section 7.3(d) and such that no Reserve Tail Event shall occur and be continuing.

(b) Grantor shall notify Grantee within ten (10) days of Grantor's obtaining knowledge of, any Environmental Event, Title Event, Loss Event (as defined in the Purchase Agreement) Designated Event, Reserve Tail Event or Third Party Failure Event (collectively "Event(s)"). Grantor shall also warrant on a quarterly basis and at any other time, upon written request from Grantee, that no Event has occurred or exists on or in relation to any of the Subject Interests or Subject Lands or if Grantor is unable to so warrant, then setting forth in reasonable detail such Event or Events. In addition to, and not in limitation of, Section 7.3(d), upon the occurrence of any Event, the Grantee or its Funding Sources may retain on its or their behalf, but at Grantor's cost and expense, such engineers, consultants and advisors as it shall determine to advise Grantee and its Funding Sources about the cost and potential impact of such Event on the Grantor, the Grantee, the Subject Interests and the Production Payment.

(c) As to any of the Subject Interests of which Grantor is now, or hereafter becomes, the operator, without the prior written consent of Grantee and its Funding Sources in their sole discretion, Grantor will not resign, or otherwise voluntarily relinquish, its position as operator. In addition, Grantor will not vote to select any operator of any of the Subject Interests which operator is not acceptable to the Grantee and its Funding Sources.

(d) As to any matters which Grantor does not control because Grantor is not at that time the operator of a part of Subject Interests, Grantor shall exercise its full legal rights to cause the operator of such part of Subject Interests to take any and all actions as are required in this Article III.

Section 3.2 Disposition of Production.

(a) Except as provided in Subparagraph (b) below, Grantor shall have no right or obligation to sell PP Hydrocarbons. It is recognized that, except to the extent that Grantor is selling or causing to be sold PP Hydrocarbons pursuant to Section 3.2(b), Grantee and Grantor will each be taking quantities of Hydrocarbons from the Subject Interests, and that coordination between Grantee and Grantor will be required with respect thereto. Grantor agrees to cooperate with, and assist, Grantee in connection with Grantee's receipt of PP Hydrocarbons. Without limitation of the foregoing: (i) not less than five (5) days prior to the first day of each Month, Grantor will notify Grantee or its authorized representatives, in writing, of the total amounts and average daily amounts of Hydrocarbons, if any, which Grantor expects to be produced from the Subject Interests during such Month, and the portion thereof which Grantor projects will be attributable to the Production Payment and the allocation of such amounts between Measurement Points, (ii) Grantor shall immediately notify Grantee in writing of any material change in the rate of delivery of Hydrocarbons from Subject Interests of which Grantor has knowledge, and (iii) Grantor and Grantee will cooperate to ensure that nominations to transporters and buyers are timely made and that such nominations reflect expected deliveries from the various Subject Interests, and Grantee and its authorized

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representatives shall be entitled to rely upon Grantor's production projections for the purpose of scheduling deliveries with transporters and purchasers. Should Grantee so request, Grantor will furnish the information provided for in the preceding sentence, and make nominations and schedule deliveries (and make any revisions to such nominations and reschedule deliveries) for PP Hydrocarbons (in the form and at the times required by such parties), directly to parties purchasing and/or transporting PP Hydrocarbons for Grantee. In the event any charges, costs, penalties or expenses are incurred or payable to any party (including such charges, costs, penalties or expenses as are caused by failure to deliver projected quantities, or failure to provide notice of changes in deliveries, or such charges, costs, penalties or expenses are incurred when Grantor is making nominations, and/or revisions to nominations, on behalf of Grantee, as provided for above), then as between the parties hereto, Grantor shall be liable for and shall hold Grantee harmless for such charges, costs, penalties or expenses. Each of Grantor and Grantee shall promptly notify the other of any notice received by it from any third party that indicates an imbalance in deliveries exists or is occurring that may give rise to any such charges, costs, penalties or expenses.

(b) If, and only if, Grantee from time to time so requires in writing with respect to any part of PP Hydrocarbons, Grantor shall sell or cause to be sold such part of the PP Hydrocarbons (the "Designated PP Hydrocarbons") on behalf of Grantee in accordance with reasonable and prudent business judgment and sound oil field practices and on such terms and conditions as Grantor shall determine to be in the best interest of Grantee; provided, however, that all such sales of Designated PP Hydrocarbons:

(i) shall be upon terms and conditions which are the best terms and conditions available as determined in good faith by Grantor taking into account all relevant circumstances, including price, quality of production, access to markets or lack thereof, minimum purchase guarantees, identity of purchaser and length of commitment,

(ii) shall be upon terms and conditions at least as favorable as Grantor obtains for Hydrocarbons not subject to this Conveyance which are of comparable type and quality and in the same location, except where such terms and conditions cannot be made available to sales of the Designated PP Hydrocarbons under contracts in existence at the Initial Time (provided that in all events such terms and conditions must be at least as favorable as those obtained by Grantor or any Affiliate of Grantor in the same oil, gas or mineral properties from which the Designated PP Hydrocarbons are produced, and shall not include consideration other than payment for production delivered),

(iii) shall be made to Non-Affiliates of Grantor and may be made to Affiliates of Grantor if made pursuant to arms' length terms, without recourse, representation or warranties and at a fair market value,

(iv) shall not contain provisions whereby payment for production is (in whole or in part) payable in advance of such production occurring (including "take or pay" provisions), or whereby payment is or can be deferred for more than twenty-five (25) days after the month in which such production is delivered, or whereby payments are made other

than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the immediate payment of money, and

(v) shall be made cancelable upon thirty (30) days or less notice with no resultant penalty.

Grantor will exercise its best efforts to perform all obligations binding on it under any marketing agreements or arrangements so entered into and to enforce the performance of the obligations of third parties thereunder; provided, however, that any failure of performance or other breach of the obligations of any such purchaser shall be a Third-Party Failure Event. As to any third party, all acts of Grantor in marketing the Designated PP Hydrocarbons as provided in this Section and all contracts executed by Grantor shall be binding on Grantee and the Production Payment; it shall not be necessary for Grantee to join in any such contracts. Notwithstanding any provision hereof to the contrary, any acts of Grantor in marketing PP Hydrocarbons which are not in compliance with the provisions of this Conveyance shall be subject to immediate rejection by Grantee. In the event Grantor sells Designated PP Hydrocarbons on behalf of Grantee pursuant to this Section, Grantee shall, nevertheless, be entitled to receive payment of proceeds from such sale directly from the purchasers of such Designated PP Hydrocarbons, and Grantor shall take such actions (including executing all division orders, transfer orders, instructions in lieu thereof and other additional instruments) as are necessary or appropriate to achieve such result.

(c) If any proceeds attributable to the sale of PP Hydrocarbons are ever received by Grantor, such proceeds shall be held in trust by Grantor for Grantee; and Grantor shall pay such proceeds (by wire transfer to such account as Grantee shall have designated from time to time to Grantor) no more than two business days after such receipt thereof by Grantor. Grantor will cooperate with Grantee in instructing all purchasers of PP Hydrocarbons to pay such proceeds directly to Grantee and shall execute such additional instruments (including division orders, transfer orders and instruction in lieu thereof) as may be necessary or appropriate in connection therewith.

(d) No pipeline company or other Person purchasing, taking, or processing PP Hydrocarbons shall ever be required to take notice of, or keep informed concerning, the termination of the Production Payment, until actual receipt of written notice from Grantee confirming that such termination has occurred.

Section 3.3 Shut-in or Abandonment of Subject Wells; Abandonment of Subject Interests.

(a) Until the termination of the Production Payment, Grantor shall not, without first obtaining the written consent of Grantee:

(i) abandon (or propose or consent to the abandonment of) any Subject Well, or surrender, abandon or release (or propose or consent to the surrender, abandonment or release of) any Subject Interest; provided, however, that without the consent of Grantee:

(A) Subject to the provisions of Section 3.3(d), Grantor shall have the right to abandon a Subject Well if and when such Subject Well ceases to be a Commercial Well and it would not be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee) to restore the productivity of such well by reworking, recompleting, reconditioning, deepening, plugging back, or otherwise conducting remedial work thereon; and

(B) Subject to the provisions of Section 3.3(d), Grantor shall have the right to surrender and release any Subject Interest or any part of a Subject Interest when there is no Commercial Well located thereon and to drill, rework, recomplete, recondition, deepen, plug back or otherwise conduct remedial work on a well thereon would not be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee), provided that no part of a Subject Interests shall be so surrendered or released which is included within the drilling or spacing unit of a Commercial Well;

or

(ii) voluntarily shut-in or restrict the flow from a Subject Well (or propose or consent to such a shut-in or restriction); provided that (A) a shut-in of, or restriction of flow from a well shall not be deemed to be voluntarily made if it is caused by or results from governmental requirements, prudent operation and maintenance requirements, or sound reservoir management requirements, or from an act or event of Force Majeure, and (B) a Subject Well which has ceased to be a Commercial Well and can be abandoned under clause (A) above may be shut-in pending such abandonment.

(b) If, prior to the termination of the Production Payment, a Subject Well ceases to be a Commercial Well, and (i) it would be economically feasible (without regard to the burden of the Production Payment) to restore the productivity of such well by reworking, recompleting, reconditioning, deepening, plugging back, or otherwise conducting remedial work thereon, then Grantor shall (at no cost to Grantee) take or cause to be taken such action to restore the productivity of such well or (ii) it would be economically feasible (without regard to the burden of this Production Payment or any other production payment owned by Grantee) to redrill such well, then Grantor shall redrill such well (at no cost to Grantee).

(c) For all purposes of this Conveyance, (i) a well shall be deemed to be a "Commercial Well" unless and until there arises a condition which reasonably appears to be permanent, such that the aggregate value of the Hydrocarbons which are being produced or which it reasonably appears will be produced from such well—net of Direct Taxes and of royalties, overriding royalties and similar burdens reflected in the Certain Percentage (NRI) shown on Exhibit A, but without regard to the burden of this Production Payment or any other production payment owned by Grantee—no longer exceeds or will not exceed the costs and expenses directly related to the operation and maintenance of such well (without limitation, such direct costs and expenses do not include items

which are included in overhead charges under the applicable operating agreement or if there is no such operating agreement, under the 1984 COPAS Accounting Procedure with the election "shall" selected in Article III), and (ii) the restoration of the productivity of a well or the drilling of a well shall be deemed to be "economically feasible" whenever the aggregate value of the Hydrocarbons which it reasonably appears will be produced from such well—net of Direct Taxes and of royalties, overriding royalties and similar burdens reflected in the Certain Percentage (NRI) shown on Exhibit A, but without regard to the burden of this Production Payment or any other production payment owned by Grantee—will exceed the costs and expenses directly related to such restoration or drilling and the operation and maintenance of such well (excluding, without limitation, items included in overhead charges, as described above).

(d) Before abandoning any Subject Well, or surrendering or releasing any Subject Interest or part thereof, Grantor shall offer, in writing, to assign the same to Grantee (or its designee), and, if Grantee so elects within fifteen (15) days of receipt of such offer, Grantor will so assign the same to Grantee (or its designee). This provision shall not be applicable if a well has ceased to be a Commercial Well (in the absence of any breach by Grantor of the provisions hereof) and as a result the Subject Interest on which such well was located has terminated.

Section 3.4 Adverse Claims. Grantor will, immediately after discovery of such claim or demand, cause written notice to be given to Grantee of every adverse claim or demand made by any Person affecting the Subject Interests or the Hydrocarbons produced therefrom in any manner whatsoever, or of any proceedings instituted with respect thereto; and Grantor will cause all necessary and proper steps to be diligently taken (at no cost to Grantee) to protect and defend the Subject Interests and such Hydrocarbons against any such adverse claim or demand.

Section 3.5 Insurance and Losses.

(a) Grantor shall maintain or cause to be maintained, at its sole cost and expense and with financially sound and reputable insurers (which may be pursuant to policies obtained by Parent Company (as defined in the Purchase Agreement)) reasonably satisfactory to Grantee, insurance covering the Subject Interests the Subject Hydrocarbons, the PP Hydrocarbons and all wells, equipment and facilities located thereon or used to transport the PP Hydrocarbons to the Measurement Points or to process the Subject Hydrocarbons, against such liabilities, losses, casualties, risks and contingencies and in such types, as is customary in the case of companies engaged in similar operations and having similar property. Such insurance shall in any event include the types and coverages described in Schedule 3, with limits of coverage no less than those set out in such Schedule. All liability insurance shall name Grantee and its Affiliates and its Funding Sources as additional insureds and all policies shall provide a waiver of subrogation in favor of Grantee and its Affiliate and Funding Sources. Grantor shall furnish annual certificates of such insurance to Grantee showing that such insurance is in force not less than thirty (30) days prior to the expiration or termination of such policy of insurance.

(b) In the event of any damage to or loss of any well, equipment or facility on the Subject Interests or used to transport the PP Hydrocarbons to the Measurement Points or to process the

Subject Hydrocarbons, Grantor (at no cost to Grantee) shall promptly redrill, rebuild, reconstruct, repair, restore or replace such damaged or lost property.

Section 3.6 Government Regulation.

(a) The obligations of Grantor hereunder shall be subject to all applicable federal, state and local laws, rules, regulations and orders (including those of any applicable agency, board, official or commission having jurisdiction). Grantor shall make or cause to be made all filings with all applicable agencies, boards, officials and commissions having jurisdiction with respect to the Subject Interests or the operation thereof.

(b) Should any statute, or any rules or regulations of any governmental body, or any provisions in private contracts (including those limiting the size of overriding royalties and similar interests) become applicable to the Subject Interests so as to limit the portion of the Hydrocarbons produced from the lands covered by a particular Subject Interest which may be attributable to the Production Payment, the Production Payment shall, as to such Subject Interest and for the period of time during which such statute, rule, regulation or contractual provision is applicable, be limited to the maximum amount of production from such lands which can be attributed to the Production Payment under such statute, rule, regulation or contractual provision; provided, however, should such limitation come into effect as to one or more Subject Interests, then (without prejudice to other rights Grantee may have) that portion of production from (or, to the extent pooled or unitized, allocated to) Subject Lands covered by other Subject Interests which would be attributable to the Production Payment in the absence of the provisions of this subsection shall be increased, to the maximum extent possible (and, if necessary, to 100% of the production attributable to such Subject Interests), so as to cause, to the maximum extent possible, Grantee to receive, by virtue of ownership of the Production Payment, the same amount of Hydrocarbons which Grantee would have received had the aforementioned statute, rule, regulation or contractual provision not reduced the share of production from the aforementioned Subject Interest with respect to which the Production Payment could be paid.

Section 3.7 Pooling and Unitization. Certain of the Subject Interests may have been pooled or unitized for the production of Hydrocarbons prior to the date hereof, and may, after the date hereof, be pooled or unitized (a) pursuant to any law, rule, regulation or order of any governmental body or official, or (b) by Grantor with the consent of Grantee. To the extent certain Subject Interests are so pooled or unitized, such Subject Interests are and shall be subject to the terms and provisions of such pooling and unitization agreements or orders, and, as to production of substances covered by such agreements or orders, the production from Subject Lands (or any portion thereof) shall be the production from such units which is allocated to Subject Lands (or such portion thereof) under and by virtue of the applicable pooling and unitization agreements or orders.

Section 3.8 Non-Consent Operations. Without the prior written consent of Grantee, Grantor shall not (except in instances where the Subject Well would not be a Commercial Well and it would not be economically feasible without regard to the burden of the Production Payment or any other production payment owned by Grantee) elect to be a non-participating party with respect to

any drilling, deepening, plugging back, reworking, sidetracking, completion, or other operation on any Subject Interest (or lands pooled therewith), or (except in instances where abandonment of such well would be permitted without Grantee's consent under Section 3.3) elect to be an abandoning party with respect to a well located on any Subject Interest (or lands pooled therewith), if the consequence of such election is that Grantor's interest in such Subject Well or any part thereof is temporarily (e.g., during a recoupment period) or permanently forfeited to the parties participating in such operations or electing not to abandon such Subject Well. Upon any such election by Grantor which is consented to by Grantee, such election shall also be binding on the Production Payment as to the interest so temporarily or permanently forfeited. Any additional interest acquired by Grantor by virtue of Grantor's electing to pay for or acquire the interest of a non-consenting, or abandoning, party in a situation of the type described in the preceding sentence shall become a part of Subject Interests and subject to the Production Payment.

Section 3.9 Future Imbalances.

(a) Without the prior written consent of Grantee, Grantor will not take (for itself and for Grantee) a lesser share of the Hydrocarbons produced from a Subject Well (which lesser share in the aggregate constitutes a Material quantity) than the share of Hydrocarbons which Grantor and Grantee are collectively entitled to take by virtue of ownership of the Subject Interests (without regard to any rights to take a lesser share under any balancing agreement or other arrangement or any rights under common law with respect to balancing), except as a result of Grantor and Grantee, or any predecessor in title to such Subject Interest, having previously taken from such Subject Well or other wells located on Subject Interests more Hydrocarbons than such parties would be entitled to receive by virtue of their ownership ("previous overproduction"), but only to the extent that the amount of such previous overproduction occurred after the Initial Time or occurred prior to the Initial Time and is disclosed on Schedule 4.

(b) Without the prior written consent of Grantee, Grantor will not take (for itself and for Grantee) a greater share of the Hydrocarbons produced from a Subject Well (which greater share in the aggregate constitutes a Material quantity) than the share of Hydrocarbons which Grantor and Grantee are collectively entitled to take by virtue of ownership of the Subject Interests (without regard to any rights to take a greater share under any balancing agreement or other arrangement or any rights under common law with respect to balancing), except (i) as a result of Grantor and Grantee, or any predecessor in title to such Subject Interest having previously taken from such Subject Well or other wells located on Subject Interests less Hydrocarbons than such parties would be entitled to receive by virtue of their ownership ("previous underproduction"), but only to the extent that the amount of such previous underproduction occurred after the Initial Time or occurred prior to the Initial Time and is disclosed on Schedule 4 or (ii) as a result of other parties contemporaneously taking a lesser share from Subject Well than they would be entitled (by virtue of their ownership of their interests in such well) to take in circumstances where Grantor cannot elect to take only the share attributable to Grantor and Grantee notwithstanding such other parties taking a lesser share.

(c) If, with the consent of Grantee (or in the above provided for circumstances where Grantee's consent is not required), Grantor takes more, or less, Hydrocarbons from a Subject Well than Grantor and Grantee collectively are otherwise entitled to by virtue of ownership of Subject Interests, such action will be binding on the Production Payment and the Certain Percentage, for such well during such period, shall be increased or decreased in proportion to the increase or decrease in Hydrocarbons taken by Grantor (and Grantee shall be subject to, and entitled to the benefits of, any balancing agreements to the extent the same are applicable to such circumstances where Grantee consent is not required), and if Grantee does not agree to such action, Grantor takes more, or less, Hydrocarbons from a Subject Well than Grantor and Grantee collectively are otherwise entitled to by virtue of the ownership of Subject Interests, such action will not be binding on Grantee and the share of Hydrocarbons from such well, which, during such period, is attributable to the Production Payment is the share which would have been attributable thereto absent such action.

Section 3.10 Renewals and Extensions and New Leases. This Conveyance and the Production Payment shall apply to all renewals, extensions and other similar arrangements of the leases (or other determinable interests) which are included in the Subject Interests, whether such renewals, extensions or arrangements have heretofore been obtained by Grantor or are hereafter obtained by or for Grantor or any Affiliate thereof and whether or not the same are described in Exhibit A. For the purposes of the preceding sentence, a new lease which covers the same interest (or any part thereof) which was covered by a prior lease, and which is acquired within one year after the expiration, termination, or release of such prior lease, shall be treated as a renewal or extension of such prior lease.

Section 3.11 Certain Consents. The provisions of the foregoing Sections 3.3 and 3.8 shall not require Grantor to (i) obtain the written consent of Grantee to abandon (or propose or consent to the abandonment of), any Subject Well, (ii) obtain the written consent of Grantee to surrender, abandon or release (or propose or consent to the surrender, abandonment or release of any Subject Interest), or (iii) elect to be a participating party with respect to any drilling, deepening, plugging back, reworking, sidetracking, completion or other operation on any Subject Interest (or land pooled therewith) (the matters in the foregoing clauses (i) through (iii) herein collectively the "Designated Activities"), if, and to the extent either (a) in the case of any Designated Activity with respect to any Subject Well or Subject Interest which is on or includes Eighty Acre Spacing Properties, if, such Eighty Acre Spacing Properties, when aggregated with all other Eighty Acre Spacing Properties which have or include Designated Activities for which Grantor has not had to obtain written consent, or elect as a result of the operation of this Section 3.11(a), does not contain or consist of Subject Interests which include more than 5% of the proved reserves shown in the Reserve Report (as defined in the Purchase Agreement) or (b) such Designated Activity is solely in respect of Subject Interests which are designated on Exhibit A hereto as having 40 acre spacing.

ARTICLE IV

Section 4.1 No Liability of Grantee; Indemnity. GRANTEE SHALL NEVER BE RESPONSIBLE FOR ANY PART OF THE COSTS, EXPENSES OR LIABILITIES INCURRED

IN CONNECTION WITH THE EXPLORING, DEVELOPING, OPERATING, PROCESSING OWNING OR MAINTAINING OF THE SUBJECT INTERESTS OR SUBJECT LANDS OR IN CONNECTION WITH THE HANDLING, TREATING, PROCESSING, OR TRANSPORTING OF HYDROCARBONS PRODUCED THEREFROM (INCLUDING ANY COSTS, EXPENSES OR LIABILITIES RELATED TO DAMAGE TO OR REMEDIATION OF THE ENVIRONMENT, WHETHER OR NOT ARISING OUT OF OWNERSHIP OF AN INTEREST IN PROPERTY), AND GRANTOR AGREES TO INDEMNIFY AND HOLD GRANTEE HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES AND LIABILITIES INCURRED BY GRANTEE IN CONNECTION WITH ANY OF THE FOREGOING OR IN CONNECTION WITH THE PRODUCTION PAYMENT, THE PURCHASE AGREEMENT, THIS CONVEYANCE, OR THE TRANSACTIONS AND EVENTS (INCLUDING THE ENFORCEMENT OR DEFENSE THEREOF OR HEREOF) AT ANY TIME ASSOCIATED WITH OR CONTEMPLATED IN ANY OF THE FOREGOING OR AS A RESULT OF ANY INSURANCE MAINTAINED PURSUANT TO SECTION 3.5 NOT COVERING ANY OF THE SUBJECT HYDROCARBONS, THE SUBJECT INTERESTS, THE PP HYDROCARBONS, THE WELLS, EQUIPMENT AND FACILITIES LOCATED THEREON OR USED TO TRANSPORT THE PP HYDROCARBONS TO THE MEASUREMENT POINTS OR TO PROCESS THE SUBJECT HYDROCARBONS AND THE GRANTEE, ITS SUCCESSORS AND ASSIGNS (INCLUDING GRANTEE'S MORTGAGEES AND FUNDING SOURCES), ALL THEIR RESPECTIVE AFFILIATES AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES AGAINST ANY LIABILITIES, LOSSES, CASUALTIES, RISKS OR CONTINGENCIES (INCLUDING AS A RESULT OF ANY DEDUCTIBLE, SELF INSURANCE OR POLICY FAILURE OR EXCLUSION). THE FOREGOING INDEMNITY SHALL ALSO COVER ALL COSTS AND EXPENSES OF GRANTEE, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, WHICH ARE INCURRED INCIDENT TO THE MATTERS INDEMNIFIED AGAINST, AND SHALL EXTEND TO GRANTEE AND ITS SUCCESSORS AND ASSIGNS (INCLUDING GRANTEE'S MORTGAGEES AND FUNDING SOURCES), ALL THEIR RESPECTIVE AFFILIATES AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES. THE FOREGOING INDEMNITY SHALL APPLY WHETHER OR NOT ANY COSTS, EXPENSES, OR LIABILITIES ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTEE OR OF ANY OTHER PERSON OR ENTITY INDEMNIFIED HEREUNDER AND SHALL APPLY, WITHOUT LIMITATION, TO ANY LIABILITY IMPOSED UPON ANY PERSON INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION, THEORY OF STRICT LIABILITY OR OTHERWISE, UNLESS SUCH JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTEE OR OF ANY OTHER PERSON OR ENTITY INDEMNIFIED HEREUNDER IS THE PREDOMINANT CAUSE OF ANY SUCH COST, EXPENSE OR LIABILITY AND SUCH JOINT OR CONCURRENT NEGLIGENCE CONSTITUTES GROSS NEGLIGENCE OR WILFUL MISCONDUCT. THE FOREGOING INDEMNITY SHALL SURVIVE THE TERMINATION OF THE PRODUCTION PAYMENT AND OF THIS CONVEYANCE.

ARTICLE V

Section 5.1 Remedies. As used herein, "Designated Event" means any breach of this Conveyance or of the Purchase Agreement by Grantor (whether of a covenant, a representation or warranty, or otherwise) which, in the case of an obligation to pay money or to report the occurrence of any Event, as such term is defined in Section 3.1(b) hereof, is not fully cured within ten (10) days after such breach occurs or which, in the case of any other breach, is not fully cured and remedied within thirty (30) days after such breach occurs. If a Designated Event occurs then Grantee may, either on its own behalf or through any agent or representative and in addition to all other rights and remedies available to it at law and equity (including the right to sue for damages, which right of Grantee is specifically acknowledged) and in addition to the adjustment of the Production Payment Percentage, exercise any one or more of the following remedies (it being agreed that the exercising of any one remedy shall not preclude the exercising of any other remedy):

(a) If Grantor has failed to perform any act or to take any action which Grantor is required hereunder, or under any other Production Payment Document, to perform or take or to pay any money which Grantor is required hereunder to pay, then, upon written notice to Grantor, Grantee may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, all in Grantor's name or in Grantee's own name. Any expenses so incurred by Grantee and any money so paid by Grantee shall be a demand obligation owing by Grantor to Grantee (which obligation Grantor hereby expressly promises to pay) and Grantee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Grantor to Grantee pursuant to this subsection shall bear interest each day, from the date of such expenditure or payment until paid, at the Agreed Rate, which interest shall be payable on the first day of each Month and shall itself bear interest at the same rate if not timely paid.

(b) Upon written notice to Grantor, Grantee shall have the right (and is hereby assigned such right) to require any or all of the purchasers of production from Subject Interests to pay to Grantee or any trustee or paying agent designated by Grantee all or any part of the proceeds of Hydrocarbons attributable to Subject Interests. Such proceeds shall be used by Grantee or such trustee or paying agent to pay to Grantee all amounts to which Grantee is entitled by virtue of this Conveyance and to reimburse Grantee for amounts expended in exercising such right and for all reasonable costs and expenses of any such trustee or paying agent. Grantee or such trustee or paying agent shall pay to Grantor the net amounts, if any, remaining after (i) making any payments to third parties which Grantee elects to make under subparagraph (a) above, and (ii) making any payments then due to Grantee as provided for above in this subsection or elsewhere in this Conveyance. Where Grantee or such trustee or paying agent does not have actual knowledge of any item or of the exact amount thereof, Grantee or such trustee or paying agent may in its discretion estimate the amount thereof. IN CONNECTION WITH ANY ACTION TAKEN BY GRANTEE OR SUCH TRUSTEE OR PAYING AGENT PURSUANT TO THIS SUBSECTION, GRANTEE OR SUCH TRUSTEE OR PAYING AGENT SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY ACT OR OMISSION OF GRANTEE OR SUCH TRUSTEE OR PAYING AGENT UNLESS SUCH LOSS IS CAUSED BY THE GROSS

NEGLIGENCE OR WILFUL MISCONDUCT OF GRANTEE OR SUCH TRUSTEE OR PAYING AGENT. Grantor will cause to be prepared and executed all division orders, transfer orders, and instructions in lieu thereof which Grantee may require to facilitate exercise of the remedies provided for in this subsection.

(c) Grantee shall be entitled to apply to a court of competent jurisdiction for the specific performance or observance of any covenant or agreement or in aid of the execution of any power herein granted and for the appointment of a receiver for the Subject Interests and the Subject Hydrocarbons, but no such appointment shall prejudice or affect the rights of Grantee to receive all PP Hydrocarbons, any proceeds thereof and any amounts due hereunder.

Section 5.2 Termination of Remedies. The specific rights to which Grantee may become entitled under Sections 5.1(a) through (c) shall cease to be exercisable when all Designated Events have ceased to exist for a continuous period of thirty (30) days or more (provided that the effecting of performance or observation of any unperformed covenant or agreement, or other resolution of a Designated Event, by Grantee or Grantee's agent or representative shall not be deemed to cure such Designated Event), without prejudice, however, to the exercise of any such rights upon any subsequent occurrence of a Designated Event. Nothing in this Section shall impose limitations or otherwise inhibit the exercise of any other rights which Grantee may have.

ARTICLE VI

Section 6.1 Assignments by Grantor. Without the prior written consent of Grantee, Grantor shall not assign, sell, transfer, convey, mortgage or pledge all or any part of the Subject Interests or create a security interest therein except for mortgages, liens and pledges in favor of Grantee.

Section 6.2 Assignments by Grantee. Grantee shall have the right to assign the Production Payment in whole or in part, including without limitation, the right to assign to an affiliated entity. Grantor agrees that it will confirm any such assignment in form and substance satisfactory to Grantee. Grantee shall provide Grantor with prompt notice of any such assignment, but failure to provide such notice shall not impair the validity of such assignment.

Section 6.3 Binding Effect. All the covenants and agreements of Grantor herein contained shall be deemed to be covenants running with the Subject Interests and the lands covered thereby or included therein. All of the provisions hereof shall inure to the benefit of and be binding upon each party hereto and its successors and assigns.

ARTICLE VII

Section 7.1 Access to Books and Records. In addition to any reports and information specifically required by the terms of this Conveyance, Grantor agrees to furnish to Grantee and its agents and representatives and Grantee's lenders and Funding Sources and their representatives full information pertaining to the operation of the Subject Interests, at all reasonable times as Grantee

may reasonably request. Grantor will permit representatives designated by Grantee, including independent accountants, agents, attorneys, and other Persons, at reasonable times and from time to time during normal business hours upon consultation with, or reasonable notice to, the Grantor, to visit and inspect the Subject Interests and the Subject Lands and Grantor's books and records pertaining to the Subject Interests and the Subject Lands (and to make copies and photocopies from such records and to write down and record such information as such representatives may request), and Grantor shall permit Grantee and its designated representatives reasonably to investigate and verify the accuracy of information furnished to Grantee hereunder or in connection herewith and to discuss all such manners with its officers, employees and representatives and with the operators of the Subject Interests.

Section 7.2 Access to Geological Data. Except to the extent expressly prohibited by binding agreements in effect on the Effective Date, upon request Grantor shall furnish to Grantee copies of all electric and other logs of all wells hereafter drilled on the Subject Interests and the Subject Lands and all seismic data (and interpretations thereof) obtained by Grantor with respect to the Subject Interests or lands covered thereby, and Grantee shall also have access to all cores, cuttings, and other non-interpretative geological, well, and production data secured by Grantor with respect to the Subject Interests.

Section 7.3 Periodic Reports. Grantor will furnish the following statements and reports to Grantee at Grantor's expense:

(a) Upon request of Grantee, but not more often than quarterly, Grantor shall furnish reports, in detail reasonably acceptable to Grantee, concerning any material change in methods of operation of all or any Subject Wells, and new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Subject Interests, the decision as to which may materially increase or reduce the quantity of Hydrocarbons ultimately recoverable from the Subject Interests, or the rate of production therefrom, or which may shorten or prolong the period of time required for termination of the Production Payment.

(b) Monthly, within forty-five (45) days after the end of the Month to which such report applies, Grantor shall furnish a report, in detail reasonably acceptable to Grantee, showing: (i) the gross production of Hydrocarbons from the Subject Interests (including, and separately identifying, the quantities thereof, if any, used in lease operations), (ii) the quantity of Hydrocarbons sold for Grantor's account, (iii) the quantity of PP Hydrocarbons delivered in kind to Grantee, (iv) the quantity of PP Hydrocarbons, if any, sold for Grantee's account in the circumstances provided for in Section 3.2(b), (v) the Direct Taxes paid by Grantor on production from the Subject Interests (including the Production Payment), whether paid directly or deducted from or paid out of proceeds, (vi) the most recent status of any imbalances, if any, affecting the Subject Interests, (vii) the cumulative amount of Hydrocarbons remaining to be delivered pursuant to the Production Payment, (viii) if requested by the Grantee the number of wells operated, wells drilled and wells abandoned on the Subject Interests, and (x) if requested, the costs to Grantor of operating the Subject Interests. To the extent that any of such information is not available to Grantor (despite all reasonable efforts

to obtain same) at the time the monthly report is furnished, it shall be supplied to Grantee promptly after receipt.

(c) Monthly, within thirty (30) days after the end of the Month to which such report applies, Grantor shall furnish a report, in detail acceptable to Grantee, showing the calculations of the Make-Whole Balance.

(d) Grantor shall promptly furnish to Grantee reserve reports covering the Subject Interests, prepared in form and scope reasonably acceptable to Grantee and Grantee's Funding Sources and which are responsive to the requirements of any financing obtained by Grantee to fund the acquisition of this Production Payment and, using such pricing and other economic parameters as the Grantee may request (consistent with marketing arrangements to which Grantor's interest in Subject Interests is then subject) and, if an Event shall have occurred and Grantee or its Funding Sources shall determine that such matter could reasonably be expected to have a material impact on the Production Payment, taking into account the projected economic and production impact thereof.

(e) (1) Quarterly within sixty (60) days after the end of each of the first three fiscal quarters of Grantor and the Parent unaudited financial statements as of the end of and for such period, including a balance sheet as of the end of such quarter and statements of income and cash flows on a quarterly and year to date basis, prepared in accordance with generally accepted accounting principles, certified by the Grantor and the Parent, respectively, or a third party acceptable to the Funding Sources as having been prepared in accordance with generally accepted accounting principles consistently applied.

(2) As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Grantor and the Parent, financial statements for such year including therein the balance sheets of the Grantor and the Parent as of the end of such fiscal year and related statements of income and cash flows for such fiscal year setting forth in each case in comparative form the corresponding figures for the previous fiscal year, all certified as correct by the Grantor and the Parent, respectively, or a third party acceptable to the Funding Sources, and at the request of any of the Funding Sources accompanied by the report of independent public accountants of recognized national standing.

(f) Except to the extent that agreements in effect on the date hereof prohibit the furnishing of same to Grantee, upon request of Grantee, copies of surface maps showing property lines and well locations, well logs, core analysis data, flow and pressure tests, natural gas analysis and casing programs and other similar information related to the Subject Interests, Subject Wells and the production therefrom.

(g) Upon request of Grantee, at any time and from time to time, Grantor will provide at Grantor's sole expense an inspection or audit of the Subject Interests or the Subject Lands from an engineering or consulting firm approved by Grantee and, if Grantee so elects, retained by and on behalf of Grantee or its authorized representative (but at Grantor's cost and expense), indicating

compliance or non-compliance with Environmental Laws or the cost and potential impact of any Event upon the Grantor, the Grantee, the Subject Interests and the Production Payment.

ARTICLE VIII

Section 8.1 Warranty. Grantor hereby binds itself to warrant and forever defend all and singular title to the Production Payment and the PP Hydrocarbons unto Grantee, its successors and assigns, against every person claiming or to claim the same or any part thereof. Grantor represents and warrants to Grantee that the ownership of Grantor of the Subject Interests does and will, with respect to each well or unit listed on Schedule 5 hereto (each item identified as a unit on Schedule 5 is a unit; each other item is a well): (a) entitle Grantor to receive (subject to the Production Payment), free and clear of liens and encumbrances, a decimal share of the Hydrocarbons produced from, or allocated to, such well or unit equal to not less than the decimal interest set forth in Schedule 5 in connection with such well or unit in the column headed "Net Revenue Interest", and (b) cause Grantor to be obligated to bear a decimal share of the cost of operation of such well or unit in the column headed "Working Interest", and such shares of production which Grantor is entitled to receive, and shares of expenses which Grantor is obligated to bear, are not and will not be subject to change except, and only to the extent that, such changes are reflected on Schedule 5. This Conveyance is made with full substitution and subrogation of Grantee in and to all covenants, representations and warranties by others heretofore given or made with respect to the Subject Interests.

Section 8.2 Choice of Law. This Conveyance shall be construed and enforced in accordance with and governed by the laws of the State of New York (without regard to conflict of law principles thereof that would cause another state's law to apply) and the laws of the United States of America, except that, to the extent that the law of a state in which a portion of the Subject Interests is located (or which is otherwise applicable to a portion of the Subject Interests) necessarily governs with respect to procedural and substantive matters relating to the Production Payment, the law of such state shall apply as to that portion of the Subject Interests located in (or otherwise subject to the laws of) such state.

Section 8.3 Intentions of the Parties. Nothing herein contained shall be construed to constitute either party hereto (under state law or for tax purposes) in partnership with the other party. In addition, the parties hereto intend that the Production Payment shall at all times be treated (and all provisions of this Conveyance shall be construed and treated accordingly): (a) as a production payment and a limited term overriding royalty interest and an interest in real property under the laws of each state in which Subject Interests are located; and (b) for federal and state income tax purposes only, as a mortgage loan (and not a "royalty" or other "economic interest" in Hydrocarbons) within the meaning of the Internal Revenue Code and the regulations and judicial authority relating thereto, which mortgage loan shall be deemed by the parties hereto to bear interest at the appropriate applicable federal rate as published by the Internal Revenue Service (with payments made hereunder being accordingly allocated between principal and interest), and Grantee and Grantor will so report the Production Payment on their federal and state income tax returns, if any.

Section 8.4 Further Assurances. Grantor agrees to execute and deliver to Grantee all such other and additional instruments, notices, division orders, transfer orders and other documents to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the rights, titles, interest and estates conveyed to Grantee hereby or intended or purported to be so conveyed.

Section 8.5 Partition. Grantor and Grantee acknowledge that neither has any right or interest that would permit it to partition any portion of the Subject Interests as against the other, and each waives any such right.

Section 8.6 Notices and Addresses. All notices and other communications required or permitted under this Conveyance shall be in writing and, unless otherwise specifically provided, shall be delivered personally or by telecopier or (except for periodic reports provided for under Section 7.3 above which may be sent by regular mail) by registered or certified mail, postage prepaid, or by delivery service with proof of delivery, at the respective addresses shown opposite the signatures of Grantee and Grantor to this instrument, and shall be deemed delivered on the date of receipt. Either party may specify as its proper address any other post office address within the continental limits of the United States by giving notice to the other party, in the manner provided in this Section, at least fifteen (15) days prior to the effective date of such change of address.

Section 8.7 Counterparts. This Conveyance is being executed in multiple counterparts, all of which are identical, except that, (i) to facilitate recordation, in certain counterparts hereof only those portions of Exhibit A which contain descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and (ii) Schedules 2, 3 and 4 may be omitted from counterparts hereof which are being recorded. All of such counterparts shall constitute one and the same instrument. Complete copies of this Conveyance containing the entirety of Exhibit A, and all schedules hereto, have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Conveyance is executed this 21st day of April, 1999.

Witnesses:

ROCKIES ACQUISITION PROPERTIES, INC.

_____
Name:

By: _____
Name: _____
Title: _____

_____
Name:

[redacted] [redacted] [redacted]

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 1999, by _____ as _____ of ROCKIES ACQUISITION PROPERTIES INC., a Delaware corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF _____

My commission expires:

_____

Exhibit A To Production Payment Conveyance
dated as of April 21, 1999

List of Properties

SEE ATTACHED

1. Unit designations, unit tract descriptions, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A and any headings shall not be deemed to limit or otherwise diminish the interests being subjected to the encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease. This instrument is limited to the entire interest of Seller in the land and depth limitations described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A 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 A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the Subject Interests are located and in which records such documents are or in the past have been customarily recorded, whether deed records, oil and gas records, oil and gas lease records or other records.

4. 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.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
ST WY 90-00365	Wold Oil & Gas Co.	6/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-106W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				98	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.88			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1-5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2-5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11-5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15-5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1-6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16-6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3-6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5-6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1-7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3-7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3-7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9-7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

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Exhibit A. List of Properties

			LEGAL DESCRIPTION													
LEASE/ Serial #	LESSEE	LEASE DATE	STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-106W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-106W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 6-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14				92	407				P
								NW-SE	NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14				92	12				P
								NW-SW	NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11				93	321				P
								NW-SE	NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 11-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2				94	481				P
								SE-SE	SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)	YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE		40			0.33333	0.26333	40	P
								NW-SE (Lot 2)		32.3525			0.33333	0.26333	40	P
WYW-141756	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25			Segregated from Base Lease #WYW127749						P
								NE-NE	CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE	CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE	CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW	CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW	CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE	CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW	NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18			Segregated from Base Lease #WYW125948						P
								SE-SE	SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE		40	88	371	0.33333	0.26333	40	P

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	88	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1-4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2-4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3-4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14-4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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SCHEDULE 1

DELIVERY SCHEDULE

[redacted] [redacted] [redacted]

Schedule 1

Delivery Month	Scheduled Quantity (MMMBTU)
May-1999	551.250
Jun-1999	551.250
Jul-1999	551.250
Aug-1999	551.250
Sep-1999	551.250
Oct-1999	551.250
Nov-1999	551.250
Dec-1999	551.250
Jan-2000	518.500
Feb-2000	518.500
Mar-2000	518.500
Apr-2000	518.500
May-2000	518.500
Jun-2000	518.500
Jul-2000	518.500
Aug-2000	518.500
Sep-2000	518.500
Oct-2000	518.500
Nov-2000	518.500
Dec-2000	518.500
Jan-2001	486.667
Feb-2001	486.667
Mar-2001	486.667
Apr-2001	486.667
May-2001	486.667
Jun-2001	486.667
Jul-2001	486.667
Aug-2001	486.667
Sep-2001	486.667
Oct-2001	486.667
Nov-2001	486.667
Dec-2001	486.667
Jan-2002	456.250
Feb-2002	456.250
Mar-2002	456.250
Apr-2002	456.250
May-2002	456.250
Jun-2002	456.250
Jul-2002	456.250
Aug-2002	456.250
Sep-2002	456.250
Oct-2002	456.250
Nov-2002	456.250
Dec-2002	456.250
Jan-2003	425.833
Feb-2003	425.833

Schedule 1

Mar-2003	425.833
Apr-2003	425.833
May-2003	425.833
Jun-2003	425.833
Jul-2003	425.833
Aug-2003	425.833
Sep-2003	425.833
Oct-2003	425.833
Nov-2003	425.833
Dec-2003	425.833
Jan-2004	366.000
Feb-2004	366.000
Mar-2004	366.000
Apr-2004	366.000
May-2004	366.000
Jun-2004	366.000
Jul-2004	366.000
Aug-2004	366.000
Sep-2004	366.000
Oct-2004	366.000
Nov-2004	366.000
Dec-2004	366.000
Jan-2005	365.000
Feb-2005	365.000
Mar-2005	365.000
Apr-2005	365.000
May-2005	365.000
Jun-2005	365.000
Jul-2005	365.000
Aug-2005	365.000
Sep-2005	365.000
Oct-2005	365.000
Nov-2005	365.000
Dec-2005	365.000
Jan-2006	225.000
Feb-2006	225.000
Mar-2006	225.000
Apr-2006	225.000
Total	36,729

SCHEDULE 2

MEASUREMENT POINTS

Questar Pipeline
Blacks Fork Plant Outlet
Questar Exchange Point (MAP 246)
Located in Section 10, Township 18N, Range 112E
Sweetwater County, Wyoming

Western Gas Resources
Granger Plant Outlets
Colorado Interstate Gas Exchange Point (Blue Forest)
Northwest Pipeline Exchange Point (Green River Gathering)
Questar Pipeline Exchange Point (Blue Forest Tap)
FMC (soda ash plant)
Solvay (soda ash plant)
All located in Section 16, Township 18N, Range 111W
Sweetwater County, Wyoming

Williams Field Services
Opal Plant Outlets
Colarado Interstate Gas Exchange (OPALKING)
Kern River Pipeline Exchange Point (OPALKERN)
Northwest Pipeline Exchange Point (OPAL)
All located in Section 27, Township 21N, Range 114W
Lincoln County, Wyoming

SCHEDULE 3

INSURANCE TO BE CARRIED BY GRANTOR

1) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, and Employer's Liability with limits of $2,000,000 each accident, $2,000,000 disease each employee, and $2,000,000 disease policy limit. If work is to be performed in Nevada, North Dakota, Ohio, Washington, Wyoming or West Virginia, Grantor will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. Grantor may fulfill its workers' compensation obligations through a program of self-insurance in any state where Grantor has met the statutory requirements for self-insuring workers' compensation in that particular state.

2) General Liability insurance on an occurrence form with a combined single limit of $2,000,000 each occurrence, and annual aggregates of $2,000,000 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and explosion, collapse and underground.

3) Automobile Liability insurance with a combined single limit of $2,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

4) Excess or Umbrella Liability insurance with a combined single limit of $35,000,000 each occurrence, and annual aggregates of $35,000,000, for bodily injury and property damage covering excess of Employers Liability and the insurance described in (2) and (3) above.

5) All-Risk Property insurance damage to physical assets caused by fortuitous events and any business interruption loss resulting from such damage in an amount of $100,000,000 each occurrence. Coverage for physical damage to pipeline systems may be limited to locations above ground and at water crossings, but coverage for product in the pipeline shall include all locations.

6) Energy Exploration and Production insurance, including coverage for control of well, well redrilling and restoration expenses and legal and contractual liability arising out of seepage and pollution from wells in an amount of $50,000,000 each occurrence.

SCHEDULE 4

PREVIOUS OVERPRODUCTION

None

SCHEDULE 5

WELLS AND UNITS

Schedule 5

Schedule V. Wells and Units

STATE	CNTY	Township	Range	Section	UNIT NAME	LOCATION	WELL NAME	Working Interest	Net Revenue Interest
WY	Sublette	29N	108W	36	N/A				
WY	Sublette	29	108	36		NW-NE	STD HRS BT 2-36	0.17333	0.13693
WY	Sublette	29	108	36		NW-NW	STD HRS BT 4-36	0.17333	0.13693
WY	Sublette	29	108	36		SE-NW	STD HRS BT 6-36	0.17333	0.13693
WY	Sublette	29N	108W	16	N/A				
WY	Sublette	29	108	16		SW-SW	STD HRS BT 13-16	0.33333	0.26333
WY	Sublette	29N	108W	34	N/A				
WY	Sublette	29	108	34		SW-NE	JONAH FDRL 32-34	0.33333	0.26333
WY	Sublette	29	108	34		NE-NW	STD HRS BT 3-34	0.33333	0.26333
WY	Sublette	29	108	34		SW-SW	STD HRS BT 13-34	0.33333	0.26333
WY	Sublette	29	108	34		SW-SE	STD HRS BT 15-34	0.33333	0.26333
WY	Sublette	29N	108W	35	N/A				
WY	Sublette	29	108	35		NE-NE	STD HRS BT 1-35	0.33333	0.26333
WY	Sublette	29	108	35		NE-NW	STD HRS BT 3-35	0.33333	0.26333
WY	Sublette	29	108	35		NE-SW	STD HRS BT 11-35	0.33333	0.26333
WY	Sublette	29	108	35		SW-SW	STD HRS BT 13-35	0.33333	0.26333
WY	Sublette	29N	108W	27	N/A				
WY	Sublette	29	108	27		NE-SW	STD HRS BT 11-27	0.17333	0.13693
WY	Sublette	29	108	27		SW-SW	STD HRS BT 13-27	0.06667	0.05267
WY	Sublette	29N	108W	27	N/A				
WY	Sublette	29	108	27		SW-NW	STD HRS BT 5-27	0.17333	0.13693
WY	Sublette	29	108	27		NE-SE	STD HRS BT 9-27	0.17333	0.13693
WY	Sublette	29	108	27		NE-NE	STD HRS BT 1-27	0.17333	0.13693
WY	Sublette	28N	108W	5	N/A				
WY	Sublette	28	108	5		NW-SW	JONAH FDRL 1- 5	0.16750	0.13232
WY	Sublette	28	108	5		NW-SE	JONAH FDRL 2- 5	0.16750	0.13232
WY	Sublette	28N	108W	6	N/A				
WY	Sublette	28	108	6		NW-SE	JONAH FDRL 1- 6	0.16750	0.13232
WY	Sublette	28N	108W	7	N/A				
WY	Sublette	28	108	7		SW-NW	JONAH 5-7	0.16750	0.13232
WY	Sublette	28	108	7		NE-NE	JONAH FDRL 1- 7	0.16750	0.13232
WY	Sublette	28	108	7		NW-SW	JONAH FDRL 3- 7	0.16750	0.13232
WY	Sublette	28N	108W	8	N/A				
WY	Sublette	28	108	8		NE-NE	JONAH FDRL 1- 8	0.33333	0.26333
WY	Sublette	28	108	8		NW-NW	JONAH FDRL 2- 8	0.33333	0.26333
WY	Sublette	28	108	8		NW-NW	JONAH FDRL 2- 8A	0.33333	0.26333
WY	Sublette	29N	108W	33	N/A				
WY	Sublette	29	108	33		NE-NE	STD HRS BT 1-33	0.33333	0.26333
WY	Sublette	29	108	33		NE-NW	STD HRS BT 3-33	0.33333	0.26333
WY	Sublette	29	108	33		NE-SW	STD HRS BT 11-33	0.33333	0.26333
WY	Sublette	29	108	33		SW-SE	STD HRS BT 15-33	0.33333	0.26333
WY	Sublette	29N	108W	31	Corona Unit				
WY	Sublette	29	108	31		NE-SE	CORONA 9-31	0.33333	0.26333
WY	Sublette	29	108	31		SW-SE	CORONA 15-31	0.33333	0.26333
WY	Sublette	29	108	31		NE-NW	CORONA 3-31	0.33333	0.26333
WY	Sublette	29N	108W	28	N/A				
WY	Sublette	29	108	28		NE-NW	STD HRS BT 3-28	0.17333	0.13693

Schedule 5

Schedule V. Wells and Units

STATE	CNTY	Township	Range	Section	UNIT NAME	LOCATION	WELL NAME	Working Interest	Net Revenue Interest
WY	Sublette	29	108	28		NE-SE	STD HRS BT 9-28	0.17333	0.13693
WY	Sublette	29	108	28		NE-SW	STD HRS BT 11-28	0.17333	0.13693
WY	Sublette	29	108	28		SW-SW	STD HRS BT 13-28	0.17333	0.13693
WY	Sublette	29	108	28		SW-SE	STD HRS BT 15-28	0.17333	0.13693
WY	Sublette	29N	108W	26	N/A				
WY	Sublette	29	108	26		NE-NW	STD HRS BT 3-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-NW	STD HRS BT 5-26	0.17333	0.13693
WY	Sublette	29	108	26		NE-SW	STD HRS BT 11-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-SW	STD HRS BT 13-26	0.17333	0.13693
WY	Sublette	29	108	26		SW-SE	STD HRS BT 15-26	0.17333	0.13693
WY	Sublette	28N	109W	11	Corona Unit				
WY	Sublette	28	109	11		NE-SE	YELLOW POINT 9-11	0.33333	0.26333
WY	Sublette	28N	109W	2	Corona Unit				
WY	Sublette	28	109	2		NE-SE	YELLOW POINT 1- 2	0.33333	0.26333
WY	Sublette	29N	108W	25	Cabrito Unit				
WY	Sublette	29	108	25		NE-NE	CABRITO 1-25	0.33333	0.26333
WY	Sublette	29	108	25		SW-SW	CABRITO (SHB) 13-25	0.33333	0.26333
WY	Sublette	29	108	25		NE-SW	CABRITO 11-25	0.33333	0.26333
WY	Sublette	29	108	25		SW-NE	CABRITO 7-25	0.33333	0.26333
WY	Sublette	29N	108W	29	N/A				
WY	Sublette	29	108	29		SW-NW	STD HRS BT 5-29	0.17333	0.13693
WY	Sublette	29	108	29		NE-SW	STD HRS BT 11-29	0.17333	0.13693
WY	Sublette	29N	108W	29	N/A				
WY	Sublette	29	108	29		SW-SE	STD HRS BT 15-29	0.06667	0.05267
WY	Sublette	28N	109W	1	N/A				
WY	Sublette	28	109	1		SW-SE	YELLOW POINT 7- 1	0.33333	0.26333
WY	Sublette	28N	109W	12	N/A				
WY	Sublette	28	109	12		NE-NE	YELLOW POINT 1-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-NE	YELLOW POINT 7-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-SE	YELLOW POINT 9-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-SW	YELLOW POINT 11-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-SW	YELLOW POINT 13-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-SE	YELLOW POINT 15-12	0.33333	0.26333
WY	Sublette	28	109	12		NE-NW	YELLOW POINT 3-12	0.33333	0.26333
WY	Sublette	28	109	12		SW-NW	YELLOW POINT 5-12	0.33333	0.26333
WY	Sublette	28N	109W	13	N/A				
WY	Sublette	28	109	13		NE-NW	YELLOW POINT 3-13	0.17333	0.13693
WY	Sublette	28	109	13		SW-NE	YELLOW POINT 7-13	0.17333	0.13693
WY	Sublette	28	109	13		NE-NE	YELLOW POINT 1-13	0.17333	0.13693
WY	Sublette	28	109	13		SW-NW	YELLOW POINT 5-13	0.17333	0.13693
WY	Sublette	28N	108W	4	N/A				
WY	Sublette	28	108	4		NE-SW	JONAH FDRL 1- 4	0.33333	0.26333
WY	Sublette	28	108	4		SW-SW	JONAH FDRL 2- 4	0.33333	0.26333
WY	Sublette	28	108	4		NW-SE	JONAH FDRL 3- 4	0.33333	0.26333
WY	Sublette	28	108	4		SE-SW	JONAH FDRL 14- 4	0.33333	0.26333

AGREEMENT, ASSIGNMENT AND BILL OF SALE

For the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, the undersigned Assignors hereby grant, sell, assign, and convey to **SOVEREIGN INVESTMENTS, INC.**, 5555 DTC Parkway, Suite A-4000, Englewood, Colorado, 80111 ("ASSIGNEE"), all of their right, title and interest in and to the following:

(a) All of Assignors' right, title and interest in and to the oil and gas leases and lands located in Sublette County, Wyoming, described on Exhibit "A" attached hereto and made a part hereof by this reference, subject to any royalties, overriding royalties, production payments or other similar interests burdening such leases (the "Leases");

(b) All of Assignors' right, title and interest in and to the wells (whether producing or non-producing), equipment, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Leases;

(c) All of Assignors' right, title and interest in and to all contracts and contractual rights, obligations and interests, including 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 order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Leases;

Assignors will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this Agreement, Assignment and Bill of Sale. Assignee represents that it will make all necessary filings of any assignments or transfers of any kind delivered pursuant to this Agreement, Assignment and Bill of Sale in the county, state and/or federal records as applicable.

Assignors make no representation or warranty of title to the interests assigned hereby, other than against lawful claims of persons claiming the same or any part thereof by, through or under Assignors, but not otherwise. With respect to the wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation or warranty of title expressed or implied, and all such equipment, wells and personal property are sold AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignors under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

To have and to hold the same unto Assignee, its successors and assigns forever. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes and is to be effective for all purposes as of 7:00 a.m., Rocky Mountain time, on OCTOBER 1, 1998.

ASSIGNORS:

WITNESS OR ATTEST:

By:_____

Title:_____

BACKER RESOURCES, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By: [signature]

Title: ASST. SECTY

GALLAHAD PETROLEUM INC.

By: [signature]

Title: PRESIDENT

27234

RECORDED April 22 19 98 AM
IN BOOK 111 Misc PAGE 332
FEES $ None COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [signature] Dep.

WITNESS OR ATTEST:

By:_____

Title:_____

CANADIAN ARCTIC PETROLEUMS INC.

By:_____

Title:_____

WITNESS OR ATTEST:

NCA MINERALS, INC.

By:_____

Title:_____

By:_____

Title:_____

WITNESS OR ATTEST:

H.O.W. RESOURCES, INC.

By:_____

Title:_____

By:_____

Title:_____

WITNESS OR ATTEST:

TRANS–DOMINION ENERGY CORP.

By:_____

Title:_____

By:_____

Title:_____

ASSIGNEE:

WITNESS OR ATTEST:

SOVEREIGN INVESTMENTS, INC.

By:_____

Title:_____

By: D M Mercier

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF B C)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Gallahad Petroleum Inc., this 23 day of APRIL, 1999.

WITNESS my hand and official seal.

My commission expires: - DOES NOT - 6.3

_____

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

STATE OR PROVINCE OF B C)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Sovereign Investments Inc., this 23 day of APRIL, 1999.

WITNESS my hand and official seal.

My commission expires: - DOES NOT - 6.3

_____

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

AGREEMENT, ASSIGNMENT AND BILL OF SALE

For the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, the undersigned Assignors hereby grant, sell, assign, and convey to **SOVEREIGN INVESTMENTS, INC.**, 5555 DTC Parkway, Suite A-4000, Englewood, Colorado, 80111 ("ASSIGNEE"), all of their right, title and interest in and to the following:

(a) All of Assignors' right, title and interest in and to the oil and gas leases and lands located in Sublette County, Wyoming, described on Exhibit "A" attached hereto and made a part hereof by this reference, subject to any royalties, overriding royalties, production payments or other similar interests burdening such leases (the "Leases");

(b) All of Assignors' right, title and interest in and to the wells (whether producing or non-producing), equipment, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Leases;

(c) All of Assignors' right, title and interest in and to all contracts and contractual rights, obligations and interests, including 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 order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Leases;

Assignors will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this Agreement, Assignment and Bill of Sale. Assignee represents that it will make all necessary filings of any assignments or transfers of any kind delivered pursuant to this Agreement, Assignment and Bill of Sale in the county, state and/or federal records as applicable.

Assignors make no representation or warranty of title to the interests assigned hereby, other than against lawful claims of persons claiming the same or any part thereof by, through or under Assignors, but not otherwise. With respect to the wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation or warranty of title expressed or implied, and all such equipment, wells and personal property are sold AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignors under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

To have and to hold the same unto Assignee, its successors and assigns forever. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes and is to be effective for all purposes as of 7:00 a.m., Rocky Mountain time, on OCTOBER 1, 1998.

ASSIGNORS:

WITNESS OR ATTEST:

By: _____

Title: Asst. Secty

BACKER RESOURCES, INC.

By: _____

Title: PRESIDENT

WITNESS OR ATTEST:

By: _____

Title: _____

GALLAHAD PETROLEUM INC.

By: _____

Title: _____

WITNESS OR ATTEST:

By: _____

Title: _____

CANADIAN ARCTIC PETROLEUMS INC.

By: _____

Title: _____

WITNESS OR ATTEST:

NCA MINERALS, INC.

By:_____

Title:_____

By:_____

Title:_____

WITNESS OR ATTEST:

H.O.W. RESOURCES, INC.

By:_____

Title:_____

By:_____

Title:_____

WITNESS OR ATTEST:

TRANS-DOMINION ENERGY CORP.

By:_____

Title:_____

By:_____

Title:_____

ASSIGNEE:

WITNESS OR ATTEST:

SOVEREIGN INVESTMENTS, INC.

By: Abdellan

Title: Asst. Secty

By: D Mercier

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF B C)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Backer Resources Inc., this 23 day of APRIL, 1999.

WITNESS my hand and official seal.
DOES NOT EXPIRE
My commission expires:

_____

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

STATE OR PROVINCE OF B C)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Sovereign Investments Inc., this 23 day of APRIL, 1999.

WITNESS my hand and official seal.
DOES NOT EXPIRE
My commission expires:

_____

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

AGREEMENT, ASSIGNMENT AND BILL OF SALE

For the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, the undersigned Assignors hereby grant, sell, assign, and convey to **SOVEREIGN INVESTMENTS, INC.**, 5555 DTC Parkway, Suite A-4000, Englewood, Colorado, 80111 ("ASSIGNEE"), all of their right, title and interest in and to the following:

(a) All of Assignors' right, title and interest in and to the oil and gas leases and lands located in Sublette County, Wyoming, described on Exhibit "A" attached hereto and made a part hereof by this reference, subject to any royalties, overriding royalties, production payments or other similar interests burdening such leases (the "Leases");

(b) All of Assignors' right, title and interest in and to the wells (whether producing or non-producing), equipment, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Leases;

(c) All of Assignors' right, title and interest in and to all contracts and contractual rights, obligations and interests, including 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 order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Leases;

Assignors will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this Agreement, Assignment and Bill of Sale. Assignee represents that it will make all necessary filings of any assignments or transfers of any kind delivered pursuant to this Agreement, Assignment and Bill of Sale in the county, state and/or federal records as applicable.

Assignors make no representation or warranty of title to the interests assigned hereby, other than against lawful claims of persons claiming the same or any part thereof by, through or under Assignors, but not otherwise. With respect to the wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation or warranty of title expressed or implied, and all such equipment, wells and personal property are sold AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignors under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

To have and to hold the same unto Assignee, its successors and assigns forever. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes and is to be effective for all purposes as of 7:00 a.m., Rocky Mountain time, on OCTOBER 1, 1998.

ASSIGNORS:

WITNESS OR ATTEST:

By:_____

Title:_____

BACKER RESOURCES, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

GALLAHAD PETROLEUM INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

CANADIAN ARCTIC PETROLEUMS INC.

By:_____

Title: President

WITNESS OR ATTEST:

By:_____

Title:_____

NCA MINERALS, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

H.O.W. RESOURCES, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

TRANS–DOMINION ENERGY CORP.

By:_____

Title:_____

WITNESS OR ATTEST:

By: [signature]

Title: Asst. Secy

ASSIGNEE:

SOVEREIGN INVESTMENTS, INC.

By: [signature]

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF ALBERTA)
COUNTY OR CITY OF CALGARY)

The foregoing instrument was acknowledged before me by STANLEY W. ODUT
as PRESIDENT of CANADIAN ARCTIC PETROLEUMS INC.
this 14th day of APRIL, 1999.

WITNESS my hand and official seal.

My commission expires:

At the pleasure of the
Lieutenant Governor of the Province
of Alberta.

[signature]
Notary Public / Barrister + Solicitor
For the Province of Alberta

STATE OR PROVINCE OF B.C.)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier
as President of Sovereign Investments Inc.
this 23 day of APRIL, 1999.

WITNESS my hand and official seal.
- DOES NOT EXPIRE

My commission expires:

[signature]
Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

[redacted] [redacted] [redacted]

WITNESS OR ATTEST:

By:_____

Title:_____

NCA MINERALS, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

H.O.W. RESOURCES, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By: Shawna Kelly

Title: Secretary - Carscallen Lockwood

TRANS–DOMINION ENERGY CORP.

By: H Nellissen

Title: Executive Assistant

ASSIGNEE:

WITNESS OR ATTEST:

By: [illegible]

Title: ASST. SECRETARY

SOVEREIGN INVESTMENTS, INC.

By: D Mercier

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF Alberta)
COUNTY OR CITY OF Calgary)

The foregoing instrument was acknowledged before me by Heidi Nellissen as Executive Assistant of Trans-Dominion Energy Corp. this 10th day of March, 1999.

WITNESS my hand and official seal.

My commission expires:

Does Not Expire

Notary Public
Catherine A. Craig
Barrister & Solicitor

STATE OR PROVINCE OF BC)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Sovereign Investments Inc. this 23 day of APRIL, 1999.

WITNESS my hand and official seal.

DOES NOT EXPIRE

My commission expires:

Notary Public
GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

WITNESS OR ATTEST:

By: Cheryl Creedon

Title: Secretary

NCA MINERALS, INC.

By: J.W. Santos

Title: President

WITNESS OR ATTEST:

By: _____

Title: _____

H.O.W. RESOURCES, INC.

By: _____

Title: _____

WITNESS OR ATTEST:

By: _____

Title: _____

TRANS–DOMINION ENERGY CORP.

By: _____

Title: _____

ASSIGNEE:

WITNESS OR ATTEST:

By: _____

Title: ASST. SECRETARY

SOVEREIGN INVESTMENTS, INC.

By: D Mercier

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF NEVADA)
COUNTY OR CITY OF LYON)

The foregoing instrument was acknowledged before me by JAY W. SANTOS as PRESIDENT of NCA MINERALS, INC. this 26th day of MARCH, 1999.

WITNESS my hand and official seal.

My commission expires:

April 13, 2002

Carole J. Rogers
Notary Public

CAROLE J. ROGERS
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 94-1584-12 - Expires April 13, 2002

STATE OR PROVINCE OF B.C.)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier as President of Sovereign Investments Inc. this 23rd day of APRIL, 1999.

WITNESS my hand and official seal.

My commission expires:

– DOES NOT –

_____

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

WITNESS OR ATTEST:

By:_____

Title:_____

NCA MINERALS, INC.

By:_____

Title:_____

WITNESS OR ATTEST:

By:_____

Title:_____

ROSE MILLER
Notary Public
#208 - 4501 North Road
Burnaby, B.C. V3N 4R7

H.O.W. RESOURCES, INC.

By: Alice Sung

Title: President

WITNESS OR ATTEST:

By:_____

Title:_____

TRANS-DOMINION ENERGY CORP.

By:_____

Title:_____

ASSIGNEE:

WITNESS OR ATTEST:

By:_____

Title: ASST. SECRETARY

SOVEREIGN INVESTMENTS, INC.

By: David Mercier

Title: PRESIDENT

ACKNOWLEDGEMENTS

STATE OR PROVINCE OF B. C)
COUNTY OR CITY OF Burnaby B.C)

The foregoing instrument was acknowledged before me by Alice Sung
as President of H.O.W. Resources, Inc.
this 24th day of March, 1999.

WITNESS my hand and official seal.

My commission expires:

non-expiring

ROSE MILLER
Notary Public
#208 - 4501 North Road
Burnaby, B.C. V3N 4R7

Notary Public

STATE OR PROVINCE OF BC)
COUNTY OR CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me by David M. Mercier
as President of Sovereign Investments Inc.
this 23 day of April, 1999.

WITNESS my hand and official seal.

My commission expires:
2003 NOV 6th

Notary Public

GEORGE R BRAZIER
Barrister & Solicitor
10th FLOOR - 595 HOWE STREET
VANCOUVER B.C.

EXHIBIT "A"

Attached to and made a part of that certain AGREEMENT, ASSIGNMENT AND BILL OF SALE with an effective date of OCTOBER 1, 1998 from BACKER RESOURCES INC., et al, to SOVEREIGN INVESTMENTS, INC.

Lease Serial Number:	WYW-67808
Lease Date:	June 1, 1979
Legal Description:	Insofar as said lease covers: Township 27 North, Range 111 West, 6th P.M. Section 6: N/2NE/4 Section 7: SE/4 Sublette County, Wyoming
Lease Serial Number:	WYW-51347
Lease Date:	August 1, 1975
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 5: W/2 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4 Sublette County, Wyoming
Lease Serial Number:	WYW-35398
Lease Date:	July 1, 1972
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 8: SW/4SE/4 Section 17: NE/4 Sublette County, Wyoming
Lease Serial Number:	WYW-36422
Lease Date:	October 1, 1972
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 22: N/2 Section 23: All Section 25: W/2, SE/4 Section 26: All Sublette County, Wyoming
Lease Serial Number:	WYW-54136
Lease Date:	April 1, 1976
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 14: All Section 15: S/2 Sublette County, Wyoming
Lease Serial Number:	WYW-68117
Lease Date:	July 1, 1979
Legal Description:	Insofar as said lease covers: Township 27 North, Range 111 West, 6th P.M. Section 8: S/2SW/4 Section 17: W/2 Section 20: NW/4, NW/4SW/4, S/2SW/4, SE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

Lease Serial Number: WYW- 34033

Lease Date: May 1, 1972

Legal Description: Township 27 North, Range 111 West, 6th P.M.
Section 29: NE/4NE/4
Sublette County, Wyoming

Lease Serial Number: WYW- 63821

Lease Date: July 1, 1978

Legal Description: Township 27 North, Range 111 West, 6th P.M.
Section 32: Lots 3, 4, NE/4, N/2SE/4
Sublette County, Wyoming

Lease Serial Number: WYW-35399

Lease Date: July 1, 1972

Legal Description: Township 27 North, Range 111 West, 6th P.M.
Section 15: N/2
Sublette County, Wyoming

Lease Serial Number: WYW- 62508

Lease Date: November 1, 1978

Legal Description: Township 27 North, Range 111 West, 6th P.M.
W/2NE/4, SE/4NE/4, W/2, SE/4
Sublette County, Wyoming

350

STATE OF WYOMING

COUNTY OF SWEETWATER

AFFIDAVIT OF IDENTITY

BEFORE ME, the undersigned authority, personally came and appeared Leonard Hay, who being first duly sworn upon his oath states as follows:

1. I, Leonard Hay, have personally knowledge of the facts set forth in this affidavit and am competent and willing to testify to the same.

2. That I am familiar with the following described land in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/4NW/4 containing 40 acres, more or less

3. That I am personally acquainted with John Wayne Jensen, who on the 10th day of June, 1975 was the recipient of a Warranty Deed pertaining to the Lands conveyed by Leo J. Jensen and Eva Jensen, husband and wife, which instrument appears of record in Book 31 Deeds, Page, 90 of the Sweetwater County Records.

4. That I know of my own knowledge, and notwithstanding the discrepancy in names, that the same John Wayne Jensen who was party to the instrument identified in the preceding paragraph is one and the same person as John W. Jensen.

Further your affidavit sayeth not.

Leonard Hay

The foregoing instrument was subscribed, sworn to and acknowledged before me, this 28 day of January, 1998.

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 1999

Flora A Halter
Notary Public

My commission expires:

March 5, 1999

273126

RECORDED May 13 1999 12:50p M
IN BOOK 111 OR 6 PAGE 350
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sartor

STATE OF WYOMING

COUNTY OF SWEETWATER

AFFIDAVIT OF IDENTITY

BEFORE ME, the undersigned authority, personally came and appeared Leonard Hay, who being first duly sworn upon his oath states as follows:

1. I, Leonard Hay, have personally knowledge of the facts set forth in this affidavit and am competent and willing to testify to the same.

2. That I am familiar with the following described land in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/4NW/4 containing 40 acres, more or less

3. That I am personally acquainted with Mary Kay Mitchell, who on the 10th day of June, 1975 was the recipient of a Warranty Deed pertaining to the Lands conveyed by Leo J. Jensen and Eva Jensen, husband and wife to John W. Jensen and Mary Kay Jensen, which instrument appears of record in Book 31 Deeds, Page, 90 of the Sweetwater County Records.

4. That I know of my own knowledge, and notwithstanding the discrepancy in names, that the same Mary Kay Mitchell who was party to the instrument identified in the preceding paragraph is one and the same person as Mary Kay Jensen Mitchell.

Further your affidavit sayeth not.

Leonard Hay

The foregoing instrument was subscribed, sworn to and acknowledged before me, this 28 day of January, 1998.

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 1999

Flora A Halter
Notary Public

My commission expires:

March 5, 1999

273127

RECORDED May 13 1999 12:59P M
IN BOOK 111 Misc PAGE 351
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

STIPULATION AND CROSS-CONVEYANCE OF INTEREST

STATE OF WYOMING }
} SS.
COUNTY OF SUBLETTE }

273128

RECORDED May 13, 1999 12:50 P M
IN BOOK 111 O+G PAGE 352
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loxton

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the parties hereto are successors of mineral interests by means of Mineral Deeds conveyed by Leo J. Jensen covering, among other lands, the following described lands, hereinafter referred to as "Subject Lands":

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/NW/4 and Lots 1 and 2 and 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
Sublette County, Wyoming

WHEREAS, there exists some uncertainty about the mineral interest ownership of the Subject Lands in contrast to the surface ownership.

WHEREAS, it is the desire of the parties hereto to clear up any title problems and to stipulate the mineral interests owned in the Subject Lands.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the undersigned parties, being mineral interest owners, hereby stipulate and agree that mineral ownership of the Subject Lands is owned by each party in the amount of interest appearing opposite each party's name:

Eva Jensen	12.50%
Justin Todd Jensen	6.25%
Dales James Jensen	6.25%
Guy Maynard Lozier	3.125%
David Warren Lozier	3.125%
Beverly Jensen Hambrick	6.25%
John Wayne Jensen	6.25%
Rex Craig Jensen	6.25%

To make this Stipulation effective, each of the parties referenced above, by their execution of this instrument hereby sell, assign, quitclaim and cross-convey unto the other, the mineral interest in the Subject Lands as is necessary to vest each party with the interests set out above.

Any prior instruments and conveyances concerning the Subject Lands between any or all of the parties hereto are modified only to the extent that the terms of the prior instruments are inconsistent with this Stipulation and Cross-Conveyance of Interest. All other terms and provisions of the prior instruments and conveyances shall remain in full force and effect.

This Stipulation and Cross-Conveyance of Interest may be executed in any number of counterparts, each of which shall be considered an original for all purposes. Further, this Stipulation and Cross-Conveyance of Interest shall be binding upon the parties, their heirs, successors and assigns.

[redacted] [redacted] [redacted]

This Stipulation and Cross-Conveyance of Interest shall be effective only if executed by all parties.

EXECUTED the day set out in each acknowledgement, but effective for al purposes as of the date of first sales from the Jensen #4 well.

WITNESSES:

Susan M Holtz

Jill Tegeler

By: Eva Jensen
Eva Jensen

STATE OF WYOMING }
} SS.
COUNTY OF Sublette }

This instrument was acknowledged before me on 1/11/99, 1999, by Eva Jensen.

My Commission Expires:

2/13/2002

Eileen Hubbard
Notary Public

EILEEN HUBBARD - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 02/13/2002

WITNESSES:

_____

By: _____
Justin Todd Jensen

_____

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

This Stipulation and Cross-Conveyance of Interest shall be effective only if executed by all parties.

EXECUTED the day set out in each acknowledgement, but effective for al purposes as of the date of first sales from the Jensen #4 well.

WITNESSES:

_____ By:_____
Eva Jensen

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

Curtis W Kelly
Julie Allrecht

By: Justin Todd Jensen
Justin Todd Jensen

STATE OF ~~WYOMING~~ Montana)
) SS.
COUNTY OF Yellowstone)

This instrument was acknowledged before me on January 11, 1999, by Justin Todd Jensen.

My Commission Expires:

8-28-99

Carol S Wellman
Notary Public

CAROL S. WELLMAN NOTARY PUBLIC STATE OF MONTANA

WITNESSES:

Robert E. Phillips

Ruth F. Healy

By: Beverly Jensen Hambrick
Beverly Jensen Hambrick

STATE OF Montana }
} SS.
COUNTY OF Yellowstone }

This instrument was acknowledged before me on January 21, 1999, by Beverly Jensen Hambrick.

My Commission Expires:

July 8, 2000

Notary Public

WITNESSES:

_____

By: _____
John Wayne Jensen

_____

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

WITNESSES:

_____

By: _____
Rex Craig Jensen

_____

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

WITNESSES:

_____ By:_____
Beverly Jensen Hambrick

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

Shannon Stark
Pamelynn R. Bridgstock

By:_____
John Wayne Jensen

STATE OF WYOMING)
) SS.
COUNTY OF Sublette)

This instrument was acknowledged before me on Jan. 25, 1999, by John Wayne Jensen.

My Commission Expires:

_____

_____
Clerk of District Court.

WITNESSES:

_____ By:_____
Rex Craig Jensen

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

[redacted] [redacted] [redacted]

WITNESSES:

_____ By:_____
Beverly Jensen Hambrick

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

_____ By:_____
John Wayne Jensen

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

Kimberly Johnson By: Rex Craig Jensen
Rex Craig Jensen

_____

STATE OF WYOMING)
) SS.
COUNTY OF Sublette)

This instrument was acknowledged before me on 13th January, 1999, by Rex Craig Jensen.

My Commission Expires:

6-28-2000 Brenda Kennedy
Notary Public

BRENDA E. KENNEDY - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 6-28-2000

WITNESSES:

Melba Brown

Patricia Chapel

By: Dales James Jensen
Dales James Jensen

STATE OF WYOMING }
} SS.
COUNTY OF Sublette }

This instrument was acknowledged before me on January 19, 1999, by Dale James Jensen.

My Commission Expires:

April 16, 2002

Bonnie Duncan
Notary Public

BONNIE DUNCAN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/16/2002

WITNESSES:

_____

_____

By: _____
Guy Maynard Lozier

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

WITNESSES:

_____

_____

By: _____
David Warren Lozier

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

WITNESSES:

[redacted]

[redacted]

[redacted]

_____

By:_____
Dales James Jensen

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

WITNESSES:

Johnna Martin

Eileen E Thurman

By:_____
Guy Maynard Lozier

STATE OF WYOMING)
) SS.
COUNTY OF Fremont)

This instrument was acknowledged before me on Jan. 13, 1999, by Guy Maynard Lozier.

My Commission Expires:

10-1-2001

AMY M. HAMILTON - Notary Public
County of Fremont
State of Wyoming
My Commission Expires October 1, 2001

Amy M. Hamilton
Notary Public

WITNESSES:

_____

By:_____
David Warren Lozier

_____

STATE OF WYOMING)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____

_____
Notary Public

360

WITNESSES:

_____ By:_____
Dales James Jensen

_____

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

_____ By:_____
Guy Maynard Lozier

_____

STATE OF WYOMING }
} SS.
COUNTY OF _____ }

This instrument was acknowledged before me on February, 1999, by _____.

My Commission Expires:

_____ _____
Notary Public

WITNESSES:

Cynthia Hogan
Teresa E. Burley

By: David Warren Lozier
David Warren Lozier

STATE OF WYOMING }
} SS.
COUNTY OF Converse }

This instrument was acknowledged before me on February 3, 1999, by David Warren Lozier.

My Commission Expires:

April 12, 2001

Pamela B. McCullough
Notary Public

PAMELA B. McCULLOUGH - NOTARY PUBLIC
County of Converse
State of Wyoming
My Commission Expires April 12, 2001

TERMINATION OF FINANCING STATEMENT

(EOG Production Payment - Sublette)

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name and address of the Debtor is:

ENRON OIL & GAS COMPANY
P.O. Box 1188
Houston, TX 77251-1188

Tax I.D. #47-0684736

2. The name and address of the Secured Party is:

CACTUS HYDROCARBON
III LIMITED PARTNERSHIP
1400 Smith Street
Houston, TX 77002

Tax I.D. #76-0405626

3. This Termination of Financing Statement covers the original Financing Statement filed October 2, 1992 under File No. 238877, Book 90 O&G, Page 322, in the County Clerk's office for Sublette County, Wyoming, as amended on November 15, 1993, recorded under File No. 244065, Book 95 O&G, Page 72, in the County Clerk's office for Sublette County, as assigned to the above-named Secured Party by Assignment of Financing Statement dated July 28, 1994, filed August 5, 1994 under File No. 247701, Book 98 O&G, Page 1 in the County Clerk's office for Sublette County (collectively, the "Financing Statement").

4. The Secured Party of record no longer claims a security interest and the Financing Statement is terminated.

EXECUTED this __th day of December, 1998 but delivered effective December 31, 1998.

273129

RECORDED May 13 1999 1:40P M
IN BOOK 111 O+G PAGE 361
FEES $ 164.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lorton

SECURED PARTY:

CACTUS HYDROCARBON III LIMITED PARTNERSHIP, by its general partner, Enron Cactus III Corp.

By: _____
Name: W. Craig Childers
Title: Managing Director

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by W. Craig Childers, Managing Director of Enron Cactus III Corp., a Delaware corporation, as the General Partner on behalf of Cactus Hydrocarbon III Limited Partnership, a Delaware limited partnership, on behalf of such limited partnership, this 16 day of December, 1998.

(SEAL)

DEBORAH KORKMAS
Notary Public, State of Texas
My Commission Expires
May 21, 2001

Deborah Korkmas
Notary Public in and for
The State of Texas

F:\RF0850\ENR100\CACTUS3\EOG98\UCC-FIN.SUB

[redacted] [redacted] [redacted]

23

ASSIGNMENT OF PRODUCTION PAYMENT
AND TERMINATION OF PRODUCTION AND DELIVERY AGREEMENT
AND HYDROCARBON EXCHANGE AGREEMENT
(EOG Production Payment)

From

CACTUS HYDROCARBON III LIMITED PARTNERSHIP

To

ENRON OIL & GAS COMPANY

Recorded counterparts should be returned to:

Robin Smith Fredrickson
Vinson & Elkins L.L.P.
2500 First City Tower
1001 Fannin
Houston, Texas 77002-6760

273130

RECORDED May 13 1999 1:40P M
IN BOOK 111 OTG PAGE 363
FEES $ 202.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

363

ASSIGNMENT OF PRODUCTION PAYMENT
AND TERMINATION OF PRODUCTION AND DELIVERY AGREEMENT
AND HYDROCARBON EXCHANGE AGREEMENT

This Assignment of Production Payment and Termination of Production and Delivery Agreement and Hydrocarbon Exchange Agreement (this "Assignment and Termination") is entered into by and between **CACTUS HYDROCARBON III LIMITED PARTNERSHIP**, a Delaware limited partnership, whose mailing address is 1400 Smith Street, Houston, Texas 77002, Attn: Shirley Hudler ("Cactus") and **ENRON OIL & GAS COMPANY**, a Delaware corporation, whose mailing address is 1400 Smith Street, Houston, Texas 77002, Attn: Barry Hunsaker ("EOG") and, is effective for all purposes as of 5:00 p.m. on December 31, 1998 ("Effective Time").

RECITALS

WHEREAS, EOG, as Seller, and Cactus Hydrocarbon 1992-A Limited Partnership ("1992-A"), as Buyer, entered into that certain Purchase and Sale Agreement dated September 25, 1992 (the "Purchase Agreement");

WHEREAS, reference is herein made to that certain Conveyance of Production Payment from EOG to 1992-A, dated September 25, 1992, recorded as set forth in Exhibit A attached hereto and made a part hereof, as amended by (i) First Amendment to Conveyance of Production Payment dated effective April 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, (ii) Second Amendment to Conveyance of Production Payment dated effective July 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and (iii) Third Amendment to Conveyance of Production Payment dated effective October 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and all of such instruments relating to the lands described in Exhibit B attached hereto and made a part hereof (collectively, the "Conveyance");

WHEREAS, reference is herein made to that certain Production and Delivery Agreement between EOG and 1992-A, dated September 25, 1992, recorded as set forth in Exhibit A attached hereto, as amended by (i) First Amendment to Production and Delivery Agreement dated effective April 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, (ii) Second Amendment to Production and Delivery Agreement dated effective July 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and (iii) Third Amendment to Production and Delivery Agreement dated effective October 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and all of such instruments relating to the lands described in Exhibit B (collectively, the "Production and Delivery Agreement");

WHEREAS, reference is herein made to that certain Hydrocarbon Exchange Agreement between EOG and 1992-A, dated September 25, 1992, recorded as set forth in Exhibit A, as amended by (i) Amendment to Hydrocarbon Exchange Agreement dated effective January 1, 1993,

between EOG and 1992-A, recorded as set forth in Exhibit A, (ii) First Amendment to Hydrocarbon Exchange Agreement dated effective April 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, (iii) Second Amendment to Hydrocarbon Exchange Agreement dated effective July 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and (iv) Fourth Amendment to Hydrocarbon Exchange Agreement dated effective October 1, 1993, between EOG and 1992-A, recorded as set forth in Exhibit A, and all of such instruments relating to the lands described in Exhibit B (collectively, the "Hydrocarbon Exchange Agreement");

WHEREAS, 1992-A assigned to Cactus its right, title and interest to the Purchase Agreement, the Conveyance, the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement in that certain Assignment dated effective August 1, 1994, recorded in Lincoln and Sublette Counties, Wyoming and relating to the lands described in Exhibit B; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Conveyance;

WHEREAS, effective as of the Effective Time, (i) Cactus desires to assign to EOG the Production Payment created under the Conveyance and release the liens and security interests created under the Production and Delivery Agreement, and (ii) Cactus and EOG desire to terminate the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement, and in recognition of the foregoing, Cactus and EOG have executed and delivered this instrument to evidence such assignment of the Production Payment and termination of the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement:

NOW THEREFORE, for and in consideration of the mutual benefits and obligations of the parties hereto, Cactus and EOG hereby agree as follows:

1. Effective as of the Effective Time, Cactus assigns all of its right, title and interest in the Production Payment created under the Conveyance to EOG, upon whose ownership in the Subject Interests such Production Payment created a burden (it being the intent of EOG and Cactus that the Production Payment created under such Conveyance shall merge with the Subject Interests and that the said Production Payment shall no longer burden the Subject Interests (including, without limitation, any Subject Interest that pertains to lands other than those lands described in Exhibit B).

2. Cactus and EOG do hereby declare the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement terminated effective as of the Effective Time and release and discharge the Subject Interests (including, without limitation, any Subject Interest that pertains to lands other than those lands described in Exhibit B) from the burden of the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement, including the mortgage lien and security interests created under the Production and Delivery Agreement.

3. Notwithstanding anything herein to the contrary, all indemnity obligations of EOG under the Purchase Agreement, Conveyance, Production and Delivery Agreement and the Hydrocarbon Exchange Agreement shall remain in full force and effect to the extent such obligations relate in any way to events occurring or conditions existing or accruing prior to the Effective Time.

4. Cactus represents unto EOG that (i) it has not previously assigned or transferred the Production Payment or its rights under the Conveyance, Production and Delivery Agreement or the Hydrocarbon Exchange Agreement, (ii) it has not encumbered the Production Payment or its rights under the Conveyance, Production and Delivery Agreement or the Hydrocarbon Exchange Agreement (or if so encumbered, then such encumbrances have been effectively released or terminated), and (iii) it has the power and authority to execute and deliver this instrument. EOG represents unto Cactus that its has the power and authority to execute and deliver this instrument.

5. Except for the representations made by Cactus under paragraph 4 above, this Assignment and Termination is made by Cactus and accepted by EOG without warranty or representation, express, implied or statutory.

6. Each of the parties hereto agree to execute and deliver to the other all such assignments, instruments and other documents, and to do all such acts and things, as may be necessary to (i) more fully to vest in EOG title to the Subject Interests (including, without limitation, any Subject Interest that pertains to lands other than those lands described in Exhibit B) free and clear of the Production Payment (such Production Payment having been merged into the Subject Interests), (ii) terminate the Production and Delivery Agreement and the Hydrocarbon Exchange Agreement, and (iii) fully release the liens and security interests created under and pursuant to the Production and Delivery Agreement.

[redacted] [redacted] [redacted]

EXECUTED as of the date of the parties' acknowledgments below but delivered effective for all purposes of the Effective Date.

CACTUS HYDROCARBON III LIMITED PARTNERSHIP, by its general partner Enron Cactus III Corp.

By: _____

Name: W. Craig Childers

Title: Managing Director

ENRON OIL & GAS COMPANY

By: _____

Mark G. Papa

President and Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by W. Craig Childers, Managing Director of Enron Cactus III Corp., a Delaware corporation, as the General Partner on behalf of Cactus Hydrocarbon III Limited Partnership, a Delaware limited partnership, on behalf of such limited partnership, this 16 day of December, 1998.

(SEAL)

DEBORAH KORKMAS
Notary Public, State of Texas
My Commission Expires
May 21, 2001

Deborah Korkmas
Notary Public in and for
The State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Mark G. Papa, President and Chief Executive Officer of Enron Oil & Gas Company, a Delaware corporation, this 11th day of December, 1998.

(SEAL)

LINDA H. HAWKINS
NOTARY PUBLIC
State of Texas
Comm. Exp. 12/06/2001

Linda H. Hawkins
Notary Public in and for
The State of Texas

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Assignment

Document	Filing Entity	Recording Reference
Conveyance of Production Payment	County Clerk Lincoln County	Book 317 PR, Page 312 File No. 755518 October 8, 1992
	County Clerk Sublette County	Book 89 O&G, Page 512 File No. 238874 October 2, 1992
	Bureau of Land Management	October 2, 1992
	Wyoming State Land Board	November 20, 1992
First Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 330 PR, Page 47 File No. 765869 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 341 File No. 241742 May 28, 1993
	Bureau of Land Management	_____
	Wyoming State Land Board	_____

Second Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 336 PR, Page 707 File No. 772470 October 4, 1993
	County Clerk Sublette County	Not recorded
	Bureau of Land Management	_____
	Wyoming State Land Board	
Third Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 339 PR, Page 364 File No. 774436 November 12, 1993
	County Clerk Sublette County	Book 94 O&G, Page 465 File No. 244059 November 15, 1993
	Bureau of Land Management	_____
	Wyoming State Land Board	_____
Production and Delivery Agreement	County Clerk Lincoln County	Book 317 PR, Page 537 File No. 755519 October 8, 1992
	County Clerk Sublette County	Book 90 O&G, Page 1 File No. 238875 October 2, 1992
First Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 330 PR, Page 31 File No. 765867 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 325 File No. 241740 May 28, 1993

Second Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 336 PR, Page 685 File No. 772468 October 4, 1993
	County Clerk Sublette County	Not recorded
Third Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 339 PR, Page 552 File No. 774437 November 12, 1993
	County Clerk Sublette County	Book 94 O&G, Page 653 File No. 244060 November 15, 1993
Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 318 PR, Page 1 File No. 755520 October 8, 1992
	County Clerk Sublette County	Book 90 O&G, Page 224 File No. 238876 October 2, 1992
Amendment to Hydrocarbon Exchange Agreement	Not recorded	Not recorded
First Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 330 PR, Page 39 File No. 765868 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 333 File No. 241741 May 28, 1993
Second Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 336 PR, Page 696 File No. 772469 October 4, 1993
	County Clerk Sublette County	Not recorded

Fourth Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 339 PR, Page 740 File No. 774438 November 12, 1993
	County Clerk Sublette County	Book 95 O&G, Page 1 File No. 244061 November 15, 1993

[redacted] [redacted] [redacted]

Exhibit B
to Assignment

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50001-00	ENGER K CHRISMAN, ET AL T029N R113W SEC-0010	04/28/1960 BK 2 PG 623 E2SE4		WY	SUBLETTE
	T029N R113W SEC-0011	W/2SW			
50003-00	ENGER K CHRISMAN, ET AL T029N R112W SEC-0018	07/01/1964 BK 10 PG 396 LOTS 1, 2, E2NW		WY	SUBLETTE
	T029N R113W SEC-0011	E2SW, SE			
	T029N R113W SEC-0012	S2SE, NWSW, S2SW			
	T029N R113W SEC-0013	SESW, SENE, SE, NWNW, NWNE, NENE, NENW			
	T029N R113W SEC-0014	N2NE, NENW			
	T029N R113W SEC-0024	N2NE			
50005-01	CHAS. P BUOD	11/24/1942 BK 1 PG 371		WY	SUBLETTE
	T029N R113W SEC-0010	N2NE, SWNE			
50005-02	THE FRANCES MARGARET GUIO JUNE 16, 1982 FAMILY TRUST T029N R113W SEC-0010	12/15/1987 BK 81 PG 327 N2NE, SENW, SWNE, AB TO ALL DEPTHS BELOW 2,500 FT.		WY	SUBLETTE
50008-01	PATRICK J GUEALY, ADMIN. T027N R113W SEC-0028	08/15/1957 BK 18 PG 138 SWNE, S2NW		WY	SUBLETTE
50008-02	JOSEPH A MINTON ET UX T027N R113W SEC-0028	08/15/1957 BK 18 PG 140 SWNE, S2NW		WY	SUBLETTE
50011-00	USA EV 021883 T028N R113W SEC-0014	08/01/1944 BK 31 PG 229 NWNW		WY	SUBLETTE
50013-01	SELMER G LARSON T027N R113W SEC-0028	08/11/1957 BK 17 PG 2 NWSE, N2SW, SWSW		WY	SUBLETTE
50013-02	JOSEPH A MINTON ET UX T027N R113W SEC-0028	08/15/1957 BK 18 PG 144 NWSE, N2SW, SWSW		WY	SUBLETTE
50018-00	WILLIAM J. MCGINNIS, ET UX T028N R113W SEC-0023	10/05/1946 BK 2 PG 109 N2SE (PART OF TR 46)		WY	SUBLETTE
	T028N R113W SEC-0024	N2SW (PART OF TR 46), S2NE, S2NW (AKA TR 47)			
50019-00	USA EV-021741	09/01/1946 BK 66 PG 783		WY	SUBLETTE
[redacted]					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T026N R113W SEC-0004	LOTS 1(39.30), 2(39.74), 3(39.18), 4(37.62), 5(40), 6(40), 7(40), 8(40), 9(40), 10(40), 11(40), 12(40), SE, NWSW					
	T027N R113W SEC-0028	SESW, SWSE					
	T027N R113W SEC-0029	SENE					
	T027N R113W SEC-0032	W2SE, N2NE, SWNE					
	T027N R113W SEC-0033	NWNE, S2NE, SE, NW					
50020-00	USA EV-021743 T027N R113W SEC-0033	03/01/1947 N2SW	BK	86	PG 313	WY	SUBLETTE
50022-01	MATILDA BERTAGNOLLI, ET VIR T027N R114W SEC-0001	10/26/1966 LOTS 1, 2, 3, 4, S2N2	BK	16	PG 150	WY	SUBLETTE
50022-02	THOMAS S HARROWER, ET UX T027N R114W SEC-0001	09/06/1967 LOTS 1, 2, 3, 4, S2N2	BK	18	PG 2	WY	SUBLETTE
50027-00	USA W-04228 T030N R113W SEC-0026	01/01/1951 SWNW, N2SW, E2NW, S2SW	BK	69	PG 154	WY	SUBLETTE
50028-00	USA W-0136178 T030N R113W SEC-0021	06/01/1951 S2	BK	84	PG 621	WY	SUBLETTE
50047-00	USA EV-023313-A T026N R112W SEC-0012	02/01/1948 W2E2, LOTS 3, 4	BK	314	PG 227	WY	LINCOLN
	T026N R112W SEC-0013	NW, SW					
50048-00	USA EV-023313-B T026N R112W SEC-0012	02/01/1948 W2	BK	288	PG 640	WY	LINCOLN
	T026N R112W SEC-0013	LOT 3, W2NE, LOT 4, W2SE					
50049-00	ST WY 0-2285 T026N R112W SEC-0016	03/02/1944 NENE	BK	314	PG 49	WY	LINCOLN
50060-00	USA EV-025699 T027N R112W SEC-0027	01/01/1948 W2	BK	89	PG 98	WY	SUBLETTE
50061-00	USA EV-022929 T027N R112W SEC-0034	09/01/1947 NENE, NWNE, SE, S2NE, W2	BK	15	PG 208	WY	SUBLETTE
	T027N R112W SEC-0035	NE, N2NW, S2, S2NW					

[redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50052-00	USA EV-026068 T026N R112W SEC-0011 T026N R112W SEC-0014	12/01/1949 BK 9 PG 128 NE, NENW, N2SW, SE, SESW, SWSW, S2NW E2, E2NW, SW, W2NW		WY	LINCOLN
50053-00	USA EV-022930-A T026N R112W SEC-0010 T026N R112W SEC-0015	09/01/1947 BK 6 PG 484 SENE, SENW, SWNE, N2NE, N2NW, SWNW, SW4, N2SE, S2SE NWNW, NENW, SENW, SWNW, SW, N2NE, S2NE, SE		WY	LINCOLN
50054-00	USA EV-022932 T026N R112W SEC-0002 T026N R112W SEC-0003 T026N R112W SEC-0004 T026N R112W SEC-0009 T026N R112W SEC-0011	09/01/1947 BK 9 PG 66 NESE, NWSE, SENE, SW, SWNE, S2NW, S2SE, Lots 1, 2, 3, 4 S2, S2N2, Lots 1, 2, 3, 4 SE N2, N2SE, SESE, SW, SWSE NWNW		WY	SUBLETTE
50068-00	USA W-02217 T026N R112W SEC-0017 T026N R112W SEC-0018 T026N R112W SEC-0019 T026N R112W SEC-0020	12/01/1948 BK 86 PG 589 N2NW, SESW NE, LOTS 1, 2, 3, E2NW, NESW SWNE, E2SW, W2SE, E2NE, E2SE W2SW, NW, E2SW		WY	SUBLETTE
50094-00	USA EV-022261 T028N R113W SEC-0019 T028N R113W SEC-0001 T028N R113W SEC-0002	09/01/1948 BK 90 PG 107 SE, SWNE, SENE, LOT 6, NWNE E2NE LOT 1, N2NW, SWNW		WY	SUBLETTE
50101-00	USA EV-026991 T028N R113W SEC-0034	04/01/1952 BK 88 PG 82 ALL		WY	SUBLETTE
50113-00	MYRON EDGAR MILLS, ET UX T028N R113W SEC-0022 T028N R113W SEC-0023	05/20/1953 BK 5 PG 107 SESE E/2SW, SWSW, SAID LANDS BEING NOW RESURVEYED INTO AND AS TRACT 44		WY	SUBLETTE
50131-00	USA W-49804 T027N R113W SEC-0006 T028N R113W SEC-0032	01/01/1940 BK 89 PG 76 LOT 1 (NENE - 39.78 AC), SENE W2NE		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T028N R113W SEC-0032	LOT 6 (SESE - 47.88 AC), E2NE, NESE					
	T028N R113W SEC-0033	SWNW					
50133-00	USA EV-010270-B T027N R113W SEC-0021	10/16/1939 N2N2	BK	88	PG 112	WY	SUBLETTE
50134-00	USA W-0256493 T028N R113W SEC-0033	06/01/1947 LOTS 3, 4, NE, N2SE	BK	88	PG 789	WY	SUBLETTE
	T028N R113W SEC-0034	LOT 1, W2NW, NWSW					
50135-00	USA W-0256494 T027N R113W SEC-0009	03/01/1950 W2NE	BK	88	PG 132	WY	SUBLETTE
50136-00	USA EV-026191 T027N R113W SEC-0004	03/01/1950 SESW, SWSE	BK	88	PG 132	WY	SUBLETTE
50137-00	USA W-048786 T027N R113W SEC-0004	07/01/1947 LOTS 2, 3, SWNE	BK	88	PG 89	WY	SUBLETTE
50138-00	USA EV-022209 T028N R113W SEC-0033	06/01/1947 LOTS 1, 2, N2SW	BK	88	PG 789	WY	SUBLETTE
50139-00	USA W-0853 T027N R113W SEC-0004	03/01/1950 LOT 4, S2NW, N2SW, NWSE	BK	88	PG 132	WY	SUBLETTE
50140-00	ST WY 0-847 T027N R113W SEC-0016	06/16/1938 ALL	BK		PG	WY	SUBLETTE
50141-00	USA EV-08561-A T027N R113W SEC-0017	06/30/1932 NE, E2NW, SE, NESW	BK	88	PG 85	WY	SUBLETTE
	T027N R113W SEC-0020	NENE, NWNE, S2NE					
50142-00	USA EV-021670 T027N R113W SEC-0004	01/01/1940 SWSW	BK	2	PG 173	WY	SUBLETTE
	T027N R113W SEC-0008	NW, E2SW, W2SE					
50143-00	USA EV-07556 T027N R113W SEC-0008	01/01/1940 W2SW	BK	88	PG 70	WY	SUBLETTE
50144-00	USA EV-07571-A T027N R113W SEC-0008	12/28/1938 SE	BK	88	PG 125	WY	SUBLETTE

[redacted] [redacted] [redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50145-00	USA EV-07671-B T027N R113W SEC-0008	12/29/1939 BK 89 PG 125 N2, N2SW, S2SW		WY	SUBLETTE
50147-00	USA W-48907 T027N R113W SEC-0006	01/01/1940 BK 89 PG 76 N2SE, SWNE, LOTS 2, 3, 4, S2NW, N2SW, S2S2		WY	SUBLETTE
	T028N R113W SEC-0033	SENW			
50149-00	USA W-0125385 T028N R112W SEC-0019	12/01/1948 BK 85 PG 599 LOTS 3, 4		WY	SUBLETTE
50150-00	USA W-0125387 T028N R112W SEC-0030	01/01/1950 BK 85 PG 605 LOT 1		WY	SUBLETTE
50151-00	USA W-0125388 T028N R113W SEC-0023	06/01/1948 BK 85 PG 621 NENW, NWNE, LOTS 1, 2, 3, NENE		WY	SUBLETTE
	T028N R113W SEC-0024	LOT 3 (48 AC), LOT 4 (48.77 AC)			
50152-00	USA EV-022758 T028N R113W SEC-0014	06/01/1948 BK 89 PG 17 S2NW, SW, N2NW		WY	SUBLETTE
50153-00	USA EV-023654 T028N R113W SEC-0026	01/01/1948 BK 89 PG 19 SESW, S2SE, LOT 1, SENW, NESW, N2SE, NE		WY	SUBLETTE
50154-00	USA EV-024758 T028N R113W SEC-0023	06/01/1948 BK 87 PG 70 LOTS 5, 6, 7		WY	SUBLETTE
	T028N R113W SEC-0024	LOTS 5, 6, 7, 8, TRACT 46 A&B			
	T028N R113W SEC-0025	LOTS 1, 2, 3, 4, W2E2, E2W2, SWSW, W2NW, NWSW			
50156-00	USA EV-024792 T028N R113W SEC-0034	07/01/1948 BK 86 PG 614 LOT 2		WY	SUBLETTE
50158-00	USA W-02995 T028N R113W SEC-0035	06/01/1948 BK 89 PG 3 LTS 1, 2, 3, 4, 5, 6, 7, W2NE, N2NW, SWNW, N2SW, NWSE		WY	SUBLETTE
50157-00	USA W-02995-A T028N R113W SEC-0035	06/01/1948 BK 89 PG 3 SENW		WY	SUBLETTE
50159-00	USA W-046992 T028N R113W SEC-0034	02/01/1957 BK 96 PG 582 E2NE, SWNE, N2SE, LOTS 3 & 4		WY	SUBLETTE
50159-00	USA W-05283 T028N R113W SEC-0004	02/01/1961 BK 31 PG 229 LOTS 5, 6, S2NE, N2SE, SESE, SWSE		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50160-00	USA W-09065 T028N R113W SEC-0034	09/01/1961 E2NW, NESW, NWNE	BK	32	PG 63	WY	SUBLETTE
50161-00	USA W-10675 T029N R113W SEC-0035	09/01/1960 W2SW, SESW, NESW	BK	31	PG 274	WY	SUBLETTE
50162-00	USA W-10677 T029N R113W SEC-0026 T029N R113W SEC-0027	06/01/1960 SW, SWNW NESE, SENW, SESE, S2NE	BK	31	PG 266	WY	SUBLETTE
50163-00	USA W-10678 T028N R113W SEC-0003	09/01/1961 S2SW	BK	69	PG 567	WY	SUBLETTE
50164-00	STATE OF WYOMING 0-11142 T028N R113W SEC-0036	06/16/1961 E2SW, SE, N2 (PART OF RESURVEY TRACT 54)	BK	19	PG 243	WY	SUBLETTE
50165-00	ST WY 0-20810 T028N R113W SEC-0036	06/16/1966 W2SW	BK	86	PG 600	WY	SUBLETTE
50166-00	USA W 09661 T028N R113W SEC-0015	07/01/1961 SENE, N2NE	BK	69	PG 40	WY	SUBLETTE
50167-00	USA W-014074 T029N R113W SEC-0035	06/01/1962 N2NW, SENW, SWNW	BK	69	PG 96	WY	SUBLETTE
50168-00	USA W-0125384 T028N R113W SEC-0011 T028N R113W SEC-0013 T028N R113W SEC-0014	06/01/1948 E2 SW SWNE, W2SE, N2NE, SENE, E2SE	BK	31	PG 242	WY	SUBLETTE
50170-00	USA W-10681 T029N R113W SEC-0022 T029N R113W SEC-0026 T029N R113W SEC-0027	09/01/1960 E2NE, NESE, NWSE, S2SE, W2NE NWNW N2NE	BK	31	PG 208	WY	SUBLETTE
50171-00	USA W-10682 T029N R113W SEC-0022 T029N R113W SEC-0024 T029N R113W SEC-0026 T029N R113W SEC-0027	09/01/1960 NW, N2SW, S2SW E2SE, NENW, NWNW, NWSE, SENW, SW, SWNW, SWSE, S2NE NENW NENW	BK	31	PG 208	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50172-00	CHARLES P NOBLE ET UX T029N R113W SEC-0011	02/03/1954	BK 7	PG 360	WY	SUBLETTE
		E2NW, NE				
	T029N R113W SEC-0012	W2NW				
50173-00	USA EV-024549-A T026N R112W SEC-0006	07/01/1961	BK 22	PG 137	WY	LINCOLN
		THAT PORTION OF THE GREEN RIVER RIPARIAN TO LOTS 4, 5, 6, 7, 10, 11 AND 13				
	T026N R112W SEC-0008	THAT PORTION OF THE GREEN RIVER RIPARIAN TO LOTS 1, 2, 4, 5, 6, 7 AND 11				
50174-00	USA W-20061 T026N R112W SEC-0004	09/01/1947	BK 9 PR	PG 66	WY	LINCOLN
		LOTS 1, 2, 3, 4, S2N2, SW4				
50175-00	USA EV-022929-A T027N R112W SEC-0033	09/01/1952	BK 15	PG 208	WY	SUBLETTE
		NW4				
50176-00	USA EV-022931 T026N R112W SEC-0006	11/01/1947	BK 24PR	PG 253	WY	LINCOLN
		LOTS 4 (17.01), 7 (7.50), 10 (25.29), 11 (42.73), 13 (23.99) AND SW8E				
	T026N R112W SEC-0008	LOT 1 (12.18), 2 (19.72), 4 (32.67), 5 (20.41), 6 (16.10), AND W2NE LOT 7 (43.63), 11 (30.54)				
			BK 15	PG 193	WY	SUBLETTE
	T027N R112W SEC-0028	LOTS 2 (36.76), 3 (16.18), 4 (45.23), 5 (6.90), 6 (8.23) 9 (37.63), 10 (1.67), 11 (22.05), 12 (23.76)				
50177-00	USA EV-022931-A T026N R112W SEC-0006	11/01/1947	BK 24PR	PG 253	WY	LINCOLN
		LOT 1 (36.87), SENE, E2SE				
	T026N R112W SEC-0008	E2NE, E2SE				
			BK 15	PG 193	WY	SUBLETTE
	T027N R112W SEC-0028	ALL				
	T027N R112W SEC-0029	E2SE				
	T027N R112W SEC-0032	SENE, E2SE, NENE				
50178-00	USA EV-022936 T026N R112W SEC-0006	10/01/1947	BK 43	PG 242	WY	LINCOLN
		LOTS 5 AND 6				
50179-00	USA EV-023229 T027N R112W SEC-0021	07/01/1947	BK 89	PG 52	WY	SUBLETTE
		SE4SW4				
50180-00	USA EV-023229-A T027N R112W SEC-0021	07/01/1947	BK 89	PG 52	WY	SUBLETTE
		LOTS 9, 10, 11, SWSW				

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50181-00	USA W-20660 T027N R112W SEC-0033	09/01/1947 S2, NE4	BK 15	PG 208	WY	SUBLETTE
50182-00	USA W-039163 T027N R112W SEC-0029	03/01/1966 THAT PORTION OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 2, 3, 4, 5, 6, 9, 10, 11, 12	BK 18	PG 217	WY	SUBLETTE
50183-01	KENNETH BARTLETT, GUARDIAN T027N R112W SEC-0029	10/29/1968 S2NE, LOT 1 & LOT 6	BK 22	PG 349	WY	SUBLETTE
50183-02	ATHOL L STOTTS, ET UX T027N R112W SEC-0029	01/23/1968 S2NE, LOT 1 & LOT 6	BK 18	PG 79	WY	SUBLETTE
50183-03	MARY MAXINE DELANEY, ET AL T027N R112W SEC-0029	01/23/1968 S2NE, LOT 1 & LOT 6	BK 18	PG 231	WY	SUBLETTE
50183-04	FLORENCE VICKREY, ET AL T027N R112W SEC-0029	01/23/1968 S2NE, LOT 1 & LOT 6	BK 18	PG 295	WY	SUBLETTE
50184-01	SELMER G LARSON, RECEIVER T026N R112W SEC-0008	06/21/1966 LOTS 8(16.37), 9(28.05), 10(41.40), SWSW	BK 18	PG 216	WY	LINCOLN
50184-02	WILLIAM J MCGINNIS T026N R112W SEC-0008	06/21/1966 LOTS 8, 9, 10, SW4SW4, BED OF GREEN RIVER RIPARIAN TO LOTS 8, 9, & 10	BK 18	PG 214	WY	LINCOLN
50186-00	BENEFICIAL OIL CO. T027N R112W SEC-0017 T027N R112W SEC-0029 T027N R112W SEC-0031	09/16/1969 N2NE, S2NE, NENW LOTS 1, 2 & 5, N2NE, NWSE LOTS 2 (16.83), 3 (39.28), 4 (11.04), 5 (16.73), 6 (20.24), NWNW	BK 24	PG 537	WY	SUBLETTE
50186-00	M F WHELAN LIVESTOCK COMPANY T027N R112W SEC-0029 T027N R112W SEC-0032	01/25/1954 INSOFAR AS LSE COVERS: LOT 7(NW/4SE/4) INSOFAR AS LSE COVERS: NWNE, INCLUDING RIPARIAN RIGHTS IN THE GREEN RIVER	BK 9	PG 63	WY	SUBLETTE
50187-00	USA W-06206 T030N R113W SEC-0009 T030N R113W SEC-0015	05/01/1961 S2 N2NW, NWNE, S2N2, NENE, N2S2, SESW, S2SE	BK 84	PG 621	WY	SUBLETTE
50188-00	USA WY-10678	10/01/1960	BK 31	PG 213	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R113W SEC-0025	S/2NE, N/2SE, SESE			
50213-00	USA W-23002 T030N R113W SEC-0008	03/01/1970 BK 58 SESW, NESW, SWSW	PG 661	WY	SUBLETTE
	T030N R113W SEC-0017	NW, SW			
50269-00	USA W-0322521 T028N R113W SEC-0008	03/01/1966 BK 294 SESW	PG 638	WY	LINCOLN
50270-00	ST WY 63-11625 T028N R113W SEC-0016	08/02/1963 BK 204 ALL	PG 257	WY	LINCOLN
50272-00	USA W-061568 T028N R113W SEC-0008	06/01/1948 BK 17 NE, N2SE, SESE, E2NW	PG 283	WY	LINCOLN
	T028N R113W SEC-0009	W2W2, E2NW, NESW			
50274-00	USA W-020123-A T027N R112W SEC-0004	04/01/1963 BK 21 SWSW	PG 509	WY	SUBLETTE
	T027N R112W SEC-0005	SESE, LOT 4, S2NW, SW, N2SE, W2SE			
	T027N R112W SEC-0008	E2SE, W2NE, W2SE			
	T027N R112W SEC-0009	SWSW			
	T027N R112W SEC-0017	SE, SWNE			
	T027N R112W SEC-0020	W2NE			
50275-00	USA W-025407-A T027N R112W SEC-0031	05/01/1964 BK 34 LOTS 1, 2, 5, 6, 7, 8, 11, 12, E2NWNE, W2NWNE	PG 636	WY	SUBLETTE
50276-00	USA W-020123 T027N R112W SEC-0005	04/01/1963 BK 21 ALL	PG 509	WY	SUBLETTE
	T027N R112W SEC-0008	W2			
	T027N R112W SEC-0017	W2NW, SENW, SW			
	T027N R112W SEC-0020	LOT 6, NW, N2SW, SWSW			
50277-00	USA EV-023313 T028N R112W SEC-0005	02/01/1948 BK 286 SWNE	PG 640	WY	LINCOLN
50278-00	USA EV-023313-C T028N R112W SEC-0005	02/01/1948 BK 286 SENW	PG 640	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50279-00	USA W-024783	02/01/1964	BK	30	PG 136	WY	LINCOLN
	T026N R113W SEC-0014	SENW, SW					
	T026N R113W SEC-0022	NENE, SENE, SENW, SWNE					
	T026N R113W SEC-0023	N2NW, LOTS 1, 2, 3, 4					
	T026N R113W SEC-0026	LOTS 1, 2, 3, 4					
50280-00	USA W 025407	05/01/1964	BK	150	PG 334	WY	SUBLETTE
	T027N R112W SEC-0030	LOTS 3, 4, 7, 8, NENE, W2NE, NWSE, N2SWSE, SESWSE, SWSWSE					
50281-00	USA W-025410	05/01/1964	BK	22	PG 22	WY	SUBLETTE
	T027N R112W SEC-0030	LOTS 1,2,5,6, E2W2					
			BK	30	PG 480	WY	LINCOLN
	T027N R112W SEC-0002	LOT 1					
50282-00	USA W-025410-A	05/01/1964	BK	22	PG 22	WY	SUBLETTE
	T027N R112W SEC-0031	LOTS 3, 4, 9, NWNENW, W2SE, S2SWNE, NESWNE					
		LOT 10, E2NENW, SWNENW, SENW, NWSWNE, E2SW					
50283-00	USA EV-025440	03/01/1959	BK	22	PG 32	WY	SUBLETTE
	T027N R112W SEC-0007	NE, W2SE, E2SE,					
	T027N R112W SEC-0018	S2NE, SE, N2NE					
50284-00	USA EV-025440-A	03/01/1959	BK	22	PG 32	WY	SUBLETTE
	T027N R112W SEC-0019	E2					
50285-00	USA W-033861	07/01/1966	BK	206	PG 257	WY	SUBLETTE
	T026N R113W SEC-0018	S2NE					
	T026N R113W SEC-0018	S2N2					
50286-00	USA W-036654	04/01/1966	BK	21	PG 292	WY	SUBLETTE
	T027N R113W SEC-0027	NWNE					
50287-00	USA W-036662	06/01/1966	BK	206	PG 52	WY	LINCOLN
	T026N R113W SEC-0002	LOTS 2, 3, 5, 6, 12					
			BK	70	PG 161	WY	SUBLETTE
	T027N R113W SEC-0035	W2					
50288-00	USA W-036662-A	06/01/1966	BK	66	PG 52	WY	LINCOLN
	T026N R113W SEC-0014	LOTS 3, 4					

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50290-00	USA W-047412 T027N R112W SEC-0009	09/01/1958 LOT 1	BK 88	PG 123	WY	SUBLETTE
50291-00	USA W-049959 T026N R112W SEC-0006	06/01/1957 THAT PORTION OF THE BED OF GREEN RIVER RIPARIAN TO LOT 7	BK 23	PG 512	WY	LINCOLN
50292-00	USA W-050961 T026N R112W SEC-0006	06/01/1957 LANDS COVERING ALL OF THE BED OF THE GREEN RIVER LYING IN LOT 6 BETWEEN THE MEAN HIGH WATER MARKS THEREOF, EXCEPTING THAT PORTION OF THE SAID RIVER BED WHICH LIES RIPARIAN TO LOT 7 OF SEC 6. SAID LANDS BEING ONLY THAT PORTION OF THE BED OF THE GREEN RIVER APPURTENANT TO LOT 6	BK 24	PG 335	WY	LINCOLN
50293-00	USA W-052064 T026N R112W SEC-0007 T026N R112W SEC-0018	02/01/1948 LOT 5 LOT 1, 2, 3	BK 249	PG 232	WY	LINCOLN
50294-00	USA W-052065 T026N R112W SEC-0006	02/01/1948 LOTS 1, 2, 3, 4, 5, 6, 7, 9	BK 249	PG 232	WY	LINCOLN
50295-00	USA W-05751 T027N R112W SEC-0007 T027N R112W SEC-0018	06/01/1951 LOTS 1,2,3,4, E2W2 LOTS 1,2, E2NW, LOTS 3,4, E2SW	BK 22	PG 39	WY	SUBLETTE
50296-00	USA W-05751-A T027N R112W SEC-0019	06/01/1951 LOTS 1,2,3,4, E2W2	BK 22	PG 39	WY	SUBLETTE
50297-00	USA W-066564 T027N R112W SEC-0030	03/01/1966 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 3,4, 7,8.	BK 18	PG 217	WY	SUBLETTE
50298-00	USA W-066564-A T027N R112W SEC-0031	03/01/1966 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, 5, 6, 7, 8, 11, 12	BK 18	PG 217	WY	SUBLETTE
50299-00	USA W-066565 T027N R112W SEC-0008 T027N R112W SEC-0020	07/01/1947 LOTS 2 (6.56), 3 (10.11) LOTS 3 (4.94), 4 (20.40)	BK 86	PG 49	WY	SUBLETTE
50300-00	USA W-066366 T026N R113W SEC-0015	07/01/1966 3/2	BK 305	PG 28	WY	LINCOLN
50301-00	USA W-066370	10/01/1966	BK 305	PG 30	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T026N R113W SEC-0022	N2NW, NWNE, SWNW, NWSW			
50302-00	USA EV-07798-E T026N R113W SEC-0002	09/01/1954 BK 30 PG 22 LOT 4 (41.5)		WY	LINCOLN
	T026N R113W SEC-0010	SE			
	T026N R113W SEC-0011	N2NW, SENW, SW, W2NE, W2SE, LOTS 1, 2, 3, 4			
	T026N R113W SEC-0014	N2NW, SWNW, W2NE, W2SE, LOTS 1, 2			
	T026N R113W SEC-0016	N2N2			
50303-00	USA EV-08061-B T027N R113W SEC-0027	04/01/1956 BK 86 E2NE, E2SWNE	PG 276	WY	SUBLETTE
50304-00	ST WY 0-11136 T026N R113W SEC-0013	06/16/1961 BK 22 ALL (RES PT LOT 37)	PG 436	WY	LINCOLN
50305-00	ST WY 0-11137 T026N R113W SEC-0024	06/16/1961 BK 22 S2N2 (RES LOT 39)	PG 436	WY	LINCOLN
50306-00	ST WY 0-11141 T027N R113W SEC-0036	06/16/1961 BK 21 ALL	PG 276	WY	SUBLETTE
50307-00	ANDERSON L MCGINNIS, ET UX T027N R112W SEC-0003	12/26/1956 BK 16 PARTS OF LOTS 3 & 4 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 3, 33F SOUTH OF THE NE CORNER OF SAID LOT 3 UNDER WHAT IS KNOWN AS THE OLD PARTITION FENCE, THENCE ALONG SAID FENCE 88 DEGREES WEST TO THE WEST BOUNDARY OF SAID LOT 4, THENCE SOUTH TO THE SW CORNER OF SAID LOT 4, THENCE EAST TO THE SE CORNER OF SAID LOT 3, THENCE NORTH TO THE PLACE OF BEGINNING. THAT PART OF LOT 6 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1635' SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG THE MCGINNIS MICKELSON PARTITION FENCE TO THE GREEN RIVER, THENCE IN A SOUTHEASTERNLY DIRECTION ALONG GREEN RIVER TO THE EAST AND WEST QUARTER SECTION LINE IN SAID SECTION 3, THENCE WESTERLY ALONG SAID EAST AND WEST QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 3, THENCE NORTH TO THE PLACE OF BEGINNING.	PG 356	WY	SUBLETTE
	T027N R112W SEC-0004	E2SW, NWSW, SWSW, S2NW, LOTS 6, 9			
	T027N R112W SEC-0008	SE, SESW, S2NE, LOT 1			
	T027N R112W SEC-0009	E2NE			
		NW, N2NE, N2SW, SESW, SWNE, W2SE, LOTS 1, 4, 5			

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T027N R112W SEC-0010	LOTS 2, 3, 7			
50308-00	ST WY 0-11134 T026N R113W SEC-0012	05/16/1961 BK 22 PG 439 ALL		WY	UNCOLN
50309-01	SELMER G LARSON T026N R112W SEC-0007	01/06/1957 BK 20 PG 434 SWSE, SESW, E2SE4		WY	UNCOLN
	T026N R112W SEC-0017	LOTS 2, 3, 4, W2, SE			
	T026N R112W SEC-0018	LOT 4, E2W2, E2			
	T026N R112W SEC-0019	LOTS 1, 2, 3, E2NW, NESW, NE4, N2SE4			
	T026N R112W SEC-0020	N2, N2S2			
	T026N R112W SEC-0021	W2NW, NWSW,			
50309-02	NEWT SIMS T026N R112W SEC-0017	12/15/1958 BK 20 PG 234 S2S2		WY	LINCOLN
	T026N R112W SEC-0018	PART SESE E OF HWY 189			
	T026N R112W SEC-0019	PART E2NE, NESE E HWY 189			
	T026N R112W SEC-0020	N2, N2S2			
	T026N R112W SEC-0021	W2NW, NWSW, LOTS 2, 3, 6			
50309-03	WILLIAM J MCGINNIS ET UX T026N R112W SEC-0007	11/13/1958 BK 19 PG 384 SWSE, SESW, E2SE4		WY	UNCOLN
	T026N R112W SEC-0017	LOTS 2, 3, 4, N2SE, NW, N2SW			
	T026N R112W SEC-0018	W2NE, E2NW, NESW, SESW, LOT 4, SWSE, NE4, N2SE			
	T026N R112W SEC-0019	LOTS 1, 2, 3, E2NW, W2NE, NESW, NWSE, ALSO, ALL THAT PART OF THE SE4SE4 SEC. 18; E2NE4, NE4SE4, SEC. 19 LYING WEST OF STATE HWY 287, CENTER LOCATION OF SAID HWY BEING LOCATED IN SAID SE4SE4, SECTION 18 AND E2NE4, NE4SE4, SEC. 19 AS FOLLOWS: 969 FEET WEST OF NE CORNER OF SE4SE4, SEC. 18; 701 FEET WEST OF NE CORNER, SEC. 19; 554 FEET WEST OF EAST SECTION LINE ALONG THE HALF SECTION LINE OF SEC. 19; AND 177 FEET WEST OF SE CORNER OF SEC. 19, CONTAINING 1,375.10 ACRES, MORE OR LESS			
50310-00	ST WY 0-112168 T027N R112W SEC-0016	05/16/1961 BK 3 PG 469 W2		WY	SUBLETTE
50311-00	USA W-048781 T027N R113W SEC-0036	06/01/1966 BK 24 PG 309 E/2		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50312-00	ST WY 0-11136 T026N R113W SEC-0024	05/16/1951 BK 22 PG 436 N2N2 (RES LOT 38) NWSW (RES LOT 40)		WY	LINCOLN
50318-00	GEORGE E YEAMAN ET UX T026N R112W SEC-0007 T026N R112W SEC-0006	11/29/1956 BK 20 PG 248 W2NE, NENE, LOT 3 LOT 3, EXCEPT HWY TRACT		WY	LINCOLN
50319-00	WINSTON H ALLEMAN ET UX T026N R112W SEC-0006 T026N R112W SEC-0006	02/26/1958 BK 32 PG 445 LOT 12 THE FOLLOWING PARCELS SHOWN AND DESCRIBED ON LINCOLN COUNTY METES AND BOUNDS PLAT NO. 1 FOR SW4SE4 AND NW4SE4 SECTION 6-26-112 LINCOLN COUNTY LOT 2: ALL LINCOLN COUNTY LOT 3: ALL LINCOLN COUNTY LOT 8: ALL, EXCEPT FOR THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT THE SOUTH WEST CORNER OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER (SW4SE4) OF SECTION SIX THENCE EAST ON THE SECTION LINE BETWEEN SAID SECTIONS SIX (6) AND SEVEN (7), TOWNSHIP TWENTY-SIX NORTH, RANGE ONE HUNDRED TWELVE WEST OF THE 6TH P.M. IN WYOMING, A DISTANCE OF 1043.35 FEET; THENCE NORTH A DISTANCE OF 835 FEET; THENCE WEST A DISTANCE OF 1043.35 FEET; THENCE SOUTH ON THE MID-SECTION LINE OF SAID SECTION SIX A DISTANCE OF 835 FEET TO THE POINT OF BEGINNING. TWO AND NINETY SEVEN HUNDREDTHS ACRES MORE OR LESS. STARTING FROM A POINT 1043.35 FEET EAST AND 835 FEET NORTH OF THE SOUTH WEST CORNER OF LINCOLN COUNTY, LOT NUMBER 8 AS SHOWN UPON LINCOLN COUNTY METES AND BOUNDS MAP NUMBER ONE, SECTION 6, TOWNSHIP 26 NORTH, RANGE 112 WEST; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST BOUNDARY OF LINCOLN COUNTY LOT NUMBER 8 TO THE NORTH BOUNDARY OF SAID LOT 8; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT NUMBER 8 TO THE CORNER THAT IS 998.31 FEET FROM ITS WESTERN BOUNDARY, THENCE IN A SOUTHERLY DIRECTION PARALLEL TO THE WESTERN BOUNDARY OF LINCOLN COUNTY LOT NUMBER 8 FOR A DISTANCE OF 271.35 FEET; THENCE IN AN EASTERLY DIRECTION TO THE POINT OF BEGINNING. LINCOLN COUNTY LOT 21: ALL LA BARGE TOWN LOTS 5-12, INCLUSIVE IN BLOCK 1 51% OF LOTS 1 & 2, AND ALL OF LOTS 5-20, INCLUSIVE IN BLOCKS 3 OF THE SECOND ADDITION AND LOT 23, BLOCK 1 OF THE ORIGINAL TOWNSITE. THE FOLLOWING PARCELS SHOWN AND DESCRIBED ON LINCOLN COUNTY METES AND BOUNDS PLAT NO. 2, FOR LOTS 8 & 11, SECTION 6-26-112 LINCOLN COUNTY LOT 19: ALL LINCOLN COUNTY LOT 20: ALL		WY	LINCOLN
50320-01	CYRIL HOUSLEY ET UX T026N R112W SEC-0007	11/14/1956 BK 19 PG 388 LOT 2, 4, NWSE, SENW, NESW		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50320-02	AUGUSTA B MARX T026N R112W SEC-0007	11/19/1956 BK 19 PG 475 LOTS 2, 4, SENW, NWSE, NESW		WY	LINCOLN
50322-00	ST WY 0-22646 T026N R113W SEC-0001	01/16/1958 BK 36 PG 543 ALL OF ORIGINAL SECTION 1		WY	LINCOLN
50324-00	JOHN E MARX ET UX T026N R112W SEC-0006 T026N R112W SEC-0007	11/01/1956 BK 19 PG 363 E2SW, LOT 10 LOT 1, NENW		WY	LINCOLN
50325-00	USA W-039913 T026N R112W SEC-0033	11/01/1956 BK 22 PG 419 W2NW, NWSE, NENE, S2NE, E2NW, NWNE, SWSE, E2SE		WY	SUBLETTE
50329-00	WY STATE HWY COMMISSION T026N R112W SEC-0006 T026N R112W SEC-0007	06/22/1956 BK 32 PG 379 STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 1: E2SE PARCEL 2: LOT 11, SWSE STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 3: E2NE PARCEL 4: E2SE PARCEL 5: E2SE, SWSE PARCEL 6: NWSE PARCEL 7: LOT 3, NENE, W2NE PARCEL 8: W2NE PARCEL 9: NENW, LOT 1 PARCEL 10: PARCEL OF LAND INCLUDED WITHIN THE RIGHT OF WAY OF THE STATE HIGHWAY PROJECT L. N. -10 & F. A. PROJECT 158A, KNOWN AS THE KEMMERER-MARBLETON ROAD, SAID RIGHT-OF-WAY BEING 80' WIDE AND LYING 40' ON EITHER SIDE AND BEING EQUIDISTANT FROM A CERTAIN CENTER LINE DESCRIBED BY COURSES AND DISTANCES AS FOLLOWS: BEGINNING AT A POINT DESIGNATED IN THE FIELD NOTES OF THE SURVEY OF THE ABOVE MENTIONED HIGHWAY AS STATION 1278 40.0, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF NESE OF SECTION 19-28N-112W, 6TH P.M., AND N 17 DEGREE 11' W A DISTANCE OF 1129.9' FROM POINT WHICH IS N 31 DEGREE 48' W A DISTANCE OF 337.3' FROM A POINT WHICH IS EAST A DISTANCE OF 280' FROM THE SE CORNER OF SECTION 19, AFORESAID; THENCE N 17 DEGREE 11' W A DISTANCE OF 1078.2' TO A POINT OF AN 8 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 716.2'; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 16 DEGREE 00', A DISTANCE OF 200'; THENCE N 1 DEGREE 11' W A DISTANCE OF 2142.3'; THENCE N 1 DEGREE 21' E 145.2' TO POINT OF A 10 DEGREE 00' CURVE TO THE LEFT, THE RADIUS OF WHICH IS 573'; ALONG SAID CURVE THROUGH AN ANGLE OF 21 DEGREE 40' A DISTANCE OF 216.7'; THENCE N 20 DEGREE		WY	UNCOLN

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			19' W A DISTANCE OF 484.3' TO A POINT OF A 6 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 954.9'; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11 DEGREE 23' A DISTANCE OF 189.7'; THENCE N 6 DEGREE 56' W A DISTANCE OF 2662.7' TO THE POINT OF A 5 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 1145.9'; THENCE ALONG SAID CURVE, THROUGH AN ANGLE OF 9 DEGREE 11' A DISTANCE OF 183.7'; THENCE N 0 DEGREE 15' E A DISTANCE OF 4889.2', THE END, WHICH IS STATION 1357 50 OF SAID SURVEY, WHICH POINT IS ON THE E & W CENTER LINE OF SECTION 7, 26N-112W OF THE 6TH P.M.		
	T026N R112W SEC-0018	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: E2SE, E2NE PARCEL 5: NE			
	T026N R112W SEC-0019	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: NESE, E2NE PARCEL 5: NENE PARCEL 10: SEE METES AND BOUNDS DESCRIBED IN SECTION 7			
	T026N R112W SEC-0020	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: NWSW			
50343-00	USA W 05749 T027N R112W SEC-0010	05/01/1951 BK 46 PG 707 LOT 1, NENE, S2NE		WY	SUBLETTE
	T027N R112W SEC-0011	N2			
	T027N R112W SEC-0012	S2N2, SE			
	T027N R112W SEC-0013	E2			
50344-00	USA W-086702 T027N R112W SEC-0010	07/01/1947 BK 89 PG 139 LOTS 4 AND 5		WY	SUBLETTE
50346-00	USA W-27878 T027N R112W SEC-0001	04/01/1971 BK 46 PG 707 SE		WY	SUBLETTE
	T027N R112W SEC-0012	N2NE			
50347-00	USA EV-023060 T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2NE		WY	SUBLETTE
50348-00	USA EV-023063-A T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2SE		WY	SUBLETTE
50349-00	USA EV-023067 T027N R112W SEC-0010	01/01/1948 BK 88 PG 146 SE		WY	SUBLETTE
	T027N R112W SEC-0015	W2NE			

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50350-00	USA EV-023067-A T027N R112W SEC-0015	01/01/1948	BK 89 PG 145 W2SE	WY	SUBLETTE
50351-00	USA EV-023068 T027N R112W SEC-0010	01/01/1948	BK 89 PG 105 E2SW, LOTS 6, 8	WY	SUBLETTE
	T027N R112W SEC-0015		E2NW, SWNW, LOT 1		
50352-00	USA EV-023068-A T027N R112W SEC-0015	01/01/1948	BK 89 PG 105 SW	WY	SUBLETTE
50353-00	USA W-063031 T027N R112W SEC-0015	09/01/1967	BK 87 PG 702 PORTION OF BED OF GREEN RIVER RIPARIAN TO LOT 2 MORE FULLY DESC. BY METES & BOUNDS IN LSE.	WY	SUBLETTE
50354-00	USA W-066701 T027N R112W SEC-0010	08/01/1948	BK 89 PG 139 PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOTS 1,4,5,6,8	WY	SUBLETTE
	T027N R112W SEC-0015		PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOT 1 ALL ACRES SHOWN IN SEC 10		
50355-00	USA W-07828 T028N R113W SEC-0003	06/01/1961	BK 68 PG 567 LOTS 7 (NENW), 8 (NWNW), S2NW, N2SW	WY	SUBLETTE
50362-00	USA W 01332 T028N R113W SEC-0026	05/01/1980	BK 31 PG 286 SESE, SWSE, N2SE, S2NE, SENW	WY	SUBLETTE
50365-00	USA EV-013464 T028N R113W SEC-0014	12/31/1938	BK 31 PG 338 SW, W2SE, S2NW, SWNE	WY	SUBLETTE
	T028N R113W SEC-0023		E2		
50380-00	USA W-60577 T028N R111W SEC-0029	11/01/1977	BK 73 PG 208 W2	WY	SUBLETTE
	T028N R111W SEC-0030		LOTS 1, 2, 3, 4, E2, E2W2		
	T028N R111W SEC-0031		NE, E2SE		
	T028N R111W SEC-0032		W2		
50384-00	USA W-62791	05/01/1978	BK 66 PG 566	WY	SUBLETTE

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	T028N R111W SEC-0025		E2 LOT 1 (20.84 AC) LOT 3 (41.1 AC) LOT 4 (40.82 AC) LOT 6 (30.22 AC) LOT 7 (40.54 AC), SESWNE, SENESW, SESW, W2SE		
	T028N R111W SEC-0031		LOTS 1 (NWNW), 2 (SWNW), E2NW, W/2SE LOTS 3 (NWSW), 4 (SWSW), E2SW		
50431-00	USA EV-022769-A T029N R113W SEC-0001	12/31/1938 BK 66 PG 767	LOTS 3, 4, S2NW, SW	WY	SUBLETTE
	T029N R113W SEC-0002		LOTS 1, 2, 3, 4, S2NE, SENW, S2		
50432-00	USA EV-017710-B T030N R113W SEC-0026	12/31/1938 BK 54 PG 228	E2	WY	SUBLETTE
	T030N R113W SEC-0034		N2SW, SE, SESW		
50434-00	USA EV-017710-A T030N R113W SEC-0034	12/31/1938 BK 54 PG 228	SWSW	WY	SUBLETTE
50436-00	USA EV-22769 T029N R113W SEC-0003	12/31/1938 BK 66 PG 767	LOTS 1(32.83), 2(32.16), 3(31.83), 4(30.88), S/2N/2, SW, S/2E, NW/SE	WY	SUBLETTE
	T029N R113W SEC-0004		LOTS 1(31.11), 2(32.20), 3(33.30),S/2NE, SENW, NESW, N/2SE		
	T030N R113W SEC-0033		S/2, S/2W/2		
55787-01	KATHLEEN ANNE MILLER T029N R113W SEC-0011	08/13/1998 BK 77 PG 548	W2NW	WY	SUBLETTE
55787-02	ROBERT M MILLER JR ET UX T029N R113W SEC-0011	08/13/1998 BK 77 PG 554	W2NW	WY	SUBLETTE
55787-03	MATTHEW DANIEL MILLER T029N R113W SEC-0011	08/13/1998 BK 77 PG 560	W2NW	WY	SUBLETTE
55787-04	PATRICIA M ROBERTS ET VIR T029N R113W SEC-0011	08/13/1998 BK 77 PG 552	W2NW	WY	SUBLETTE
55787-05	PRISCILLA KYSAR ET VIR T029N R113W SEC-0011	08/13/1998 BK 77 PG 546	W2NW	WY	SUBLETTE
55787-06	ALBERT E SCHWABACHER ET AL T029N R113W SEC-0011	04/13/1998 BK 81 PG 665	W2NW	WY	SUBLETTE

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57047-00	USA W-01763 T029N R113W SEC-0002 T029N R113W SEC-0003	09/01/1950 BK SWNW NESE	PG	WY	SUBLETTE
57790-00	USA WYW-98797 T026N R112W SEC-0013	03/01/1966 BK 274 LOTS 1 & 2	PG 531	WY	LINCOLN
57808-00	USA EV-026240 T026N R113W SEC-0023	11/01/1950 BK 306 NWNE	PG 95	WY	LINCOLN
57809-00	USA W-059061 T027N R112W SEC-0009	08/01/1949 BK 88 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, & 3	PG 139	WY	SUBLETTE
	T027N R112W SEC-0020	THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 3 & 4			
57810-00	USA W-025766 T026N R113W SEC-0002	06/01/1954 BK 305 LOTS 7, 8, 9, 10, & 11	PG 89	WY	LINCOLN
57821-01	JOSEPH W KRALL T027N R113W SEC-0032	03/23/1988 BK 82 SESE	PG 651	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW			
57821-02	SUSAN K DONALDSON, ET VIR T027N R113W SEC-0032	03/23/1988 BK 82 SESE	PG 643	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW			
57821-03	SALLY ORR, ET VIR T027N R113W SEC-0032	03/23/1988 BK 82 SESE	PG 641	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW			
57821-04	JUDY SIETKA, ET VIR T027N R113W SEC-0032	03/23/1988 BK 82 SESE	PG 648	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW			
57821-05	NANCY JO T KNADLER, ET VIR T027N R113W SEC-0032	03/22/1988 BK 82 SESE	PG 646	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW			
57821-06	TED E MILLER T027N R113W SEC-0032	03/29/1988 BK 82 SESE	PG 636	WY	SUBLETTE

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	T027N R113W SEC-0033	S/2W					
57821-07	FRANK T MILLER T027N R113W SEC-0032	03/29/1988 SESE	BK	82	PG 637	WY	SUBLETTE
	T027N R113W SEC-0033	S/2W					
57821-08	MARILYN JAMES, ET VIR T027N R113W SEC-0032	03/31/1988 SESE	BK	82	PG 639	WY	SUBLETTE
	T027N R113W SEC-0033	S/2W					
58064-00	USA WYW-034823 T026N R113W SEC-0006	10/01/1960 SWSE	BK	314	PG 254	WY	LINCOLN
75007-00	USA WY-066276 T026N R113W SEC-0011	07/01/1961 SWNW	BK	50	PG 61	WY	LINCOLN
75012-00	USA EV-021576 T026N R113W SEC-0006	04/01/1948 LOT 3, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-61X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4755' AND THE FAULT, @ 5425' LOCATED IN THE MOBIL TB4-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST.	BK	18	PG 130	WY	LINCOLN
		LOT 6, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-61X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4755' AND THE FAULT, @ 5425' LOCATED IN THE MOBIL TB4-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST.					
75013-00	USA EV-035756 T026N R113W SEC-0006	08/01/1948 LOT 1, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-61X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4755' & THE FAULT, AT 5425' LOCATED IN THE MOBIL TB4-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST	BK	314	PG 218	WY	LINCOLN
		LOT 2, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE					

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			SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6280 FEET IN THE MOBIL T-51X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST LOT 7, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6280 FEET IN THE MOBIL T-51X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST LOT 8, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6280 FEET IN THE MOBIL T-51X-6 WELL, LOCATED IN LOT 2 OF SEC 6 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST			
75021-00	USA W-104985 T026N R111N SEC-0008	08/01/1967 BK 283 PG 159 N2NW, SENW		WY	LINCOLN
75022-00	USA WYW-102101 T026N R111N SEC-0008 T026N R111N SEC-0022 T026N R111N SEC-0028	11/01/1968 BK 283 PG163 N2W, SWNW, SWSW SWNW, S2 NENE		WY	LINCOLN
75047-00	USA WYW-113867 T026N R114W SEC-0011 T026N R114W SEC-0012 T026N R114W SEC-0013	12/01/1968 BK 314 PG 241 NE, S2 LOTS 1-12, W2 LOTS 1-12, W2		WY	LINCOLN
75052-00	CARL TAYLOR, ET UX T026N R112W SEC-0006	04/22/1959 BK 34 PG 187 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS: BLOCK 1: LOTS 3 & 19 = .13774 AC BLOCK 3: LOTS 1,2,3,4,8,9,10,11, AND 12 = .61983 AC		WY	LINCOLN
75053-00	W E HEATHMAN, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 186 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		WY	LINCOLN

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		BLOCK 12: LOTS 1,2,3,4,5,6,7 AND 8 - .56098 ACRES			
75054-00	C J PAYNE, ET UX T026N R112W SEC-0006	03/07/1969	BK 34 PG 183	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 27,28,29 BLOCK 5: LOTS 15,16 BLOCK 7: LOT 15 CONTAINING .41322 ACRES			
75055-00	JAMES A DEGRAW, ET UX T026N R112W SEC-0006	03/07/1969	BK 34 PG 181	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOTS 6,7,8,9,10 BLOCK 11: LOT 1 CONTAINING .41322 ACRES			
75056-00	CECIL J STUDT, ET UX T026N R112W SEC-0006	03/07/1969	BK 34 PG 179	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK A: RIVER VIEW ADDITION LOT 3 BLOCK C: RIVER VIEW ADDITION LOTS 1,2,3,4,5,6,7,8 BLOCK 5: LOTS 1,2,3,4,5,6,7,8,17,18,19,20,21,22,23 CONTAINING 1.65308 ACRES			
75057-00	CYRIL HOUSLEY, ET UX T026N R112W SEC-0006	03/07/1969	BK 34 PG 177	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS SECOND ADDITION, BLOCK 1: LOTS 3 AND 4 CONTAINING .289254 ACRES			
75058-01	THERESA R DECKER T026N R112W SEC-0006	03/07/1969	BK 34 PG 175	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 3 & 4 BLOCK 6: SOUTHERLY 6 FEET OF LOT 2			
75059-00	WM R DEGRAW, ET UX T026N R112W SEC-0006	03/12/1969	BK 34 PG 173	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOT 13 AND 14 CONTAINING .13774 ACRES			
75060-00	ROBERT A DEGRAW, ET UX T026N R112W SEC-0006	03/12/1969	BK 34 PG 171	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 10: LOTS 1,2,3 CONTAINING .20661 ACRES			
75061-00	MARIE F IVERSON T026N R112W SEC-0006	03/12/1969	BK 34 PG 169	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 23,24,25, AND 26 CONTAINING .27548 ACRES			
75062-00	NEIL HACKLIN, ET UX	03/19/1969	BK 34 PG 167	WY	LINCOLN

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	T026N R112W SEC-0006	TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK 8: LOTS 13,14,15, AND 16 = .27598 AC			
75063-01	ELLIS E ALEXANDER, ET UX T026N R112W SEC-0006	03/18/1969	BK 34 PG 165	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 1,2,3,4,5,6, AND 7 CONTAINING .46206 ACRES			
75063-02	FRANK ZAGAR, ET UX T026N R112W SEC-0006	07/15/1969	BK 41 PG 104	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 3,4,5,6, AND 7			
75064-00	GERALD C HALE, ET UX T026N R112W SEC-0006	03/18/1969	BK 34 PG 163	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 27,28,29,30,31, AND 32 CONTAINING .41322 ACRES			
75065-00	JOHN E GAULT, ET UX T026N R112W SEC-0006	03/20/1969	BK 34 PG 161	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 8,9, AND 10 CONTAINING .20661 ACRES			
75066-00	JOHN EDLUND, ET UX T026N R112W SEC-0006	03/20/1969	BK 34 PG 159	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 8-10 .20661 ACS. BLOCK 10: LOTS 11-14 AND 16 .34435 ACS.			
75067-00	WALTER J CRANOR, ET UX T026N R112W SEC-0006	03/20/1969	BK 34 PG 157	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 9-11 .20661 ACS. BLOCK 6: LOTS 11-15 .34435 ACS.			
75068-00	HOLGER JOHNSON, ET UX T026N R112W SEC-0006	03/20/1969	BK 34 PG 155	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 13-16 .27548 ACRES			
75069-00	JESSE R GAULT, ET UX T026N R112W SEC-0006	03/21/1969	BK 34 PG 153	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 11: LOTS 5,6,7, AND 8 CONTAINING .27548 ACRES			
75070-00	PETE SUNDGREN, ET UX T026N R112W SEC-0006	03/23/1969	BK 34 PG 151	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 6,7 & 8; .20661 AC.			
75071-00	NORMAN KIEFFER, ET UX T026N R112W SEC-0006	03/23/1969	BK 34 PG 149	WY	LINCOLN
		TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS			

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		BLOCK 7: LOT 4 & 5; .13774 AC.			
75072-00	ARVEL A DAVID, ET UX T026N R112W SEC-0006	03/23/1960 BK 34 PG 147 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 20-22 .20661 ACRES		WY	LINCOLN
75073-00	ERIC WALLIN T026N R112W SEC-0006	03/23/1960 BK 34 PG 145 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 12-13 .13774 ACS.		WY	LINCOLN
75074-00	JOHN PEARSON T026N R112W SEC-0006	03/23/1960 BK 34 PG 143 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOT 6 .06667 ACS.		WY	LINCOLN
75075-00	DONALD L STUDT, ET UX T026N R112W SEC-0006	03/23/1960 BK 34 PG 141 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOTS 7-11 .34436 ACS.		WY	LINCOLN
75076-00	GEORGE VICKREY, ETUX T026N R112W SEC-0006	03/25/1960 BK 34 PG 139 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 22-26 .34436 ACRES BLOCK 6: LOTS 18-19 .13774 ACRES BLOCK 7: LOTS 1-2 .13774 ACRES		WY	LINCOLN
75077-00	NELS OSTROM T026N R112W SEC-0006	03/26/1960 BK 34 PG 137 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOT 10 .06667 ACRES		WY	LINCOLN
75078-00	JOHN WESTERLUND T026N R112W SEC-0006	03/26/1960 BK 34 PG 135 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2, LOT 9 .06667 ACS.		WY	LINCOLN
75079-00	SAM CHIME T026N R112W SEC-0006	03/26/1960 BK 34 PG 133 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 14; .06667 AC.		WY	LINCOLN
75080-00	RALPH V WHITE, ET UX T026N R112W SEC-0006	03/26/1960 BK 34 PG 131 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK E: LOTS 9,10,,12,13; .309615 AC.		WY	LINCOLN
75081-00	CARL KULINSKY, ET UX T026N R112W SEC-0006	03/26/1960 BK 34 PG 127 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK A: LOTS 1 & 2; .13774 AC.		WY	LINCOLN
75082-00	C E TALCOTT, JR, ET UX T026N R112W SEC-0006	03/26/1960 BK 34 PG 129 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			BLOCK 5: LOT 26; .06887 AC.		
75083-00	OLIVER E GREGORY, ET UX T026N R112W SEC-0006	03/30/1960	BK 34 PG 128 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1: LOTS 8, 9, 10, 24, 25; .34436 AC.	WY	LINCOLN
75084-00	J. THOMAS HALL, ET UX T026N R112W SEC-0006	03/30/1960	BK 34 PG 123 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOTS 27, 28 & 29; .20661 AC.	WY	LINCOLN
75085-00	PETE M GOLICH, ET UX T026N R112W SEC-0006	03/30/1960	BK 34 PG 121 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1, LOTS 1 AND 2 .13774 ACS.	WY	LINCOLN
75086-00	VINCENT A GUYETTE T026N R112W SEC-0006	03/30/1960	BK 34 PG 105 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK B LOTS 11 & 12 .13774 ACS.	WY	LINCOLN
75087-00	AARON NEALE JONES, ET UX T026N R112W SEC-0006	03/28/1960	BK 34 PG 119 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK D LOTS 1,2,3,4 .27548 ACS.	WY	LINCOLN
75088-00	ALVIN VALLETT, ET UX T026N R112W SEC-0006	04/02/1960	BK 34 PG 117 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 11: LOTS 2, 3, 4; .20661 AC.	WY	LINCOLN
75089-01	LESLIE C VASEY, ET UX T026N R112W SEC-0006	04/06/1960	BK 34 PG 115 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOT 5; .06887AC SECOND ADDITION. BLOCK 3: LOTS 1 & 2; 1.61 AC.	WY	LINCOLN
75090-00	SCHOOL DISTRICT NO. 1 T026N R112W SEC-0006	04/13/1960	BK 34 PG113 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 1, 2, 3, 4, 5, 6, 7; .48208 AC.	WY	LINCOLN
75091-00	VIRGIL V BAILEY, ET UX T026N R112W SEC-0006	03/07/1960	BK 34 PG 97 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOT 14; .06887 AC. BLOCK 6: LOTS 5, 6, 7, 8, 9 AND 10; .41322 AC. BLOCK 7: LOT 16; .06887 AC.	WY	LINCOLN
75092-00	DON WAGNER, ET UX T026N R112W SEC-0006	04/20/1960	BK 34 PG 111 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 30, 31 & 32; .20661 AC.	WY	LINCOLN
75093-00	JIMMY DE GRAW, ET UX T026N R112W SEC-0006	04/06/1960	BK 33 PG 419 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	WY	LINCOLN

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		RIVER VIEW ADDITION BLOCK D: LOTS 5 & 6; .13774 AC.			
75094-00	VELMA WILSON, ET AL T026N R112W SEC-0006	04/20/1968 BK 34 PG108 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 11; .06867 AC.		WY	LINCOLN
75096-00	HERMAN PIZ, ET AL T026N R112W SEC-0006	04/22/1968 BK 34 PG 107 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 3; LOTS 13 & 14; .41322 AC.		WY	LINCOLN
75098-00	GORDON GUYETTE, ET UX T026N R112W SEC-0006	06/03/1968 BK 34 PG 105 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK D: LOT 7; .06867 AC.		WY	LINCOLN
75097-00	ALEX J BERTAGNOLLI T026N R112W SEC-0006	06/06/1968 BK 34 PG 99 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 1, 2, 3, 17, 18, 19, 20 & 21; .55068 AC.		WY	LINCOLN
75099-00	PAUL I BERTAGNOLLI, ET UX T026N R112W SEC-0006	06/04/1968 BK 34 PG 101 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOT 4 & 5; .13774 AC.		WY	LINCOLN
75095-01	C.J. YATES T026N R112W SEC-0006	10/31/1968 BK 41 PG 98 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1: LOT 26		WY	LINCOLN
75100-00	LEO MANSKE, ET UX T026N R112W SEC-0006	10/12/1968 BK 41 PG 100 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK A: LOTS 12,13,14 & 16		WY	LINCOLN
75110-00	USA WYW-124668 T026N R112W SEC-0002	10/01/1991 BK 308 PG 145 ALL		WY	LINCOLN
75148-00	USA WYW-126668 T026N R112W SEC-0004	01/01/1992 BK 314 PG 49 LOT 1		WY	LINCOLN
75158-00	USA WY-42788 T026N R112W SEC-0004	01/01/1974 BK 314 PG 225 W2NE, W2SE, LOTS 2, 3, 4		WY	LINCOLN
	T025N R112W SEC-0028	N2NW, SENW, SW, SWNW, W2NE, W2SE, LOTS 1, 2, 3, 4			
75174-00	USA EV-07675(C) T027N R113W SEC-0034	11/01/1968 BK 88 PG 536 E2E2		WY	SUBLETTE
	T026N R113W SEC-0003	BK 311 PG 679 LOT 1		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75175-00	USA EV-07798(C) T026N R113W SEC-0003	09/01/1964 BK 311 PG 221 SWSE		WY	LINCOLN
	T026N R113W SEC-0010	W2SW			
75176-00	USA EV-07798(D) T026N R113W SEC-0003	09/01/1964 BK 311 PG 226 E2SE, LOTS 8 AND 9		WY	LINCOLN
	T026N R113W SEC-0010	E2SW, N2NE			
75177-00	USA EV-08051(A) T027N R113W SEC-0027	02/01/1948 BK 88 PG 511 NENW, W2SWNE		WY	SUBLETTE
75178-00	USA EV-024168 T027N R113W SEC-0027	11/01/1947 BK 36 PG 108 NWSE		WY	SUBLETTE
75179-00	USA WY-040934 T027N R113W SEC-0027	06/01/1966 BK 36 PG 222 NESE		WY	SUBLETTE
75180-00	USA WY-041447 T027N R113W SEC-0027	06/01/1966 BK 36 PG 227 SESE		WY	SUBLETTE
75181-00	USA WY-066274 T026N R113W SEC-0002	07/01/1961 BK 80 PG 67 SW		WY	LINCOLN
75182-00	USA WY-066275 T026N R113W SEC-0002	07/01/1961 BK 80 PG 64 W2SE, LOTS 13, 14		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50002-00	ENGER K CHRISMAN T029N R113W SEC-0010	08/18/1947 BK 5 PG 3 SENE, NWSE		WY	SUBLETTE
50004-00	USA W-10678 T029N R113W SEC-0013 T029N R113W SEC-0023	08/01/1948 BK PG W/2 SW/4 S/2 NW/4, SW/4 NE/4, NE/4 SW/4 W/2 W/2		WY	SUBLETTE
50012-00	CLIFTON FEAR, ET AL T029N R113W SEC-0009 T029N R113W SEC-0010 T029N R113W SEC-0015	04/12/1965 BK 11 PG 449 E2SW, SE SWNW, SWSE, SW N2NE		WY	SUBLETTE
50023-00	USA W-05698 T028N R114W SEC-0033	08/01/1951 BK PG W/2SWSW, S/2SWSW, SESW		WY	SUBLETTE
50026-00	USA W-17208 T028N R114W SEC-0002	03/01/1969 BK PG LOTS: NE PART OF 17, 18, 19, 20 ALL LOT 17 EXCEPT NE		WY	SUBLETTE
50030-00	USA W-21124 T030N R113W SEC-0004 T030N R113W SEC-0005 T030N R113W SEC-0008	08/01/1951 BK 34 PG 174 LOTS 3, 4 LOT 1, SENE, SW LOTS 2, 3, 4, SWNE, S2NW SENE, NESE, LOTS 1, 2, SWNE		WY	SUBLETTE
50032-00	USA W-02736 T031N R113W SEC-0026 T031N R113W SEC-0028 T031N R113W SEC-0031 T031N R113W SEC-0032 T031N R113W SEC-0029	12/01/1966 BK 33 PG 343 SWNW, NWSW N2, SE, SW E2NE, NESE LOTS 1-4, E2W2, W2NE, S2SE, NWSE W2, W2SE, E2E2, W2NE NWNW, S2NW, SW, SWNE, SE		WY	SUBLETTE
50034-00	USA W-06698 T02SN R113W SEC-0031	07/01/1951 BK PG S2 LOT 3, LOT 4, W2 LOT 5, SWNESW N2 LOT 3, E2 LOT 5, N2NESW, SENESW		WY	LINCOLN
50036-00	EDGAR F HERSCHLER ET UX T024N R114W SEC-0009	09/19/1963 BK 6 PG 398 RESURVEY TRACT 30 BEING THE WEST 3/4 AND RESURVEY TRACT 56 BEING ALL		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			RESURVEY TRACT 49 BEING THE WEST 40 ACRES		
50036-00	ARNOLD A LARSON ET UX T024N R114W SEC-0000		09/18/1963 BK 6 PG 381 TRACT 46-B (ORIGINALLY SESW SEC. 2)	WY	LINCOLN
			TRACT 46 BEING THE CENTER 1/3 (ORIGINALLY THE NWNW SEC. 11)		
			TRACT 50 BEING THE MOST EASTERLY 1/4, ORIGINALLY SWNE SEC. 3 (42.79 AC)		
			PORTION OF TRACT 46, ORIGINALLY SENE SEC. 3 (41.83 AC)		
			TRACT 45 BEING THE MOST WESTERLY 1/3, ORIGINALLY NENE SEC. 10		
			TRACT 49 BEING THE MOST EASTERLY 80 ACRES, ORIGINALLY W2SE SEC. 3		
	T024N R114W SEC-0002		LOTS 16 (38.10), 17 (5.71), 18 (6.46)		
	T024N R114W SEC-0003		LOTS 12 (22.61), 13 (20.39) LOTS 14 (17.84), 15 (17.84)		
50037-00	ST WY 08946 T026N R114W SEC-0036		09/18/1946 BK 6 PG 382 SESE LOT 40, E2SWSE LOT 40 ALL LESS AND EXCEPT SESE LOT 40, E2SWSE LOT 40	WY	LINCOLN
50038-00	USA W-01902 T024N R114W SEC-0003		03/01/1960 BK 10 PG 134 W2 LOT 10 AND LOT 11, E2 LOT 10	WY	LINCOLN
50039-00	USA EV-024522-A T023N R112W SEC-0021		11/01/1946 BK 32 PG 228 SESE	WY	LINCOLN
50040-00	USA EV-024521-A T023N R112W SEC-0022		11/01/1946 BK PG SESE	WY	LINCOLN
50041-00	USA EV-024522 T023N R112W SEC-0015		11/01/1946 BK 32 PG 228 SENW, S2NE, SE, E2SW, N2N2, SWNW, E2SW	WY	LINCOLN
	T023N R112W SEC-0021		NE, N2SE, SWSE		
	T023N R112W SEC-0028		NE		
50042-00	USA EV-24621-B T023N R112W SEC-0022		11/01/1946 BK PG N2, N2S2, S2SW, SWSE	WY	LINCOLN
	T023N R112W SEC-0023		NWNW, NE, NENW, S2NW, S2		
	T023N R112W SEC-0027		NW, N2NE		
50058-00	CHAMPLIN PETROLEUM CO.		10/03/1973 BK 108 PG 437	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T022N R112W SEC-0021	E2SW, SE, SENW, S2NE				
50065-00	USA W-0127851 T030N R113W SEC-0013	10/01/1961 SWNE, SE	BK	PG	WY	SUBLETTE
50066-00	USA W-02274 T030N R113W SEC-0013	08/01/1960 NENW, S2NW	BK	PG	WY	SUBLETTE
	T030N R113W SEC-0024	SE, NESW, E2NE, NWNE, E2NW				
50067-00	USA W-02274-A T030N R113W SEC-0013	08/01/1960 NWNW	BK	PG	WY	SUBLETTE
50068-00	USA EV-024528-G T030N R112W SEC-0030	12/01/1948 NENW	BK	PG	WY	SUBLETTE
50069-00	USA W-16788 T030N R112W SEC-0018	08/01/1948 LOTS 1, 2, 3, 4	BK	PG	WY	SUBLETTE
50070-00	USA W-06504 T030N R113W SEC-0014	04/01/1951 E2NE, NESE	BK	PG	WY	SUBLETTE
50071-00	USA EV-024536-A T030N R113W SEC-0013	12/01/1948 SW4	BK	PG	WY	SUBLETTE
50075-00	USA EV-024364 T027N R112W SEC-0034	11/01/1948 ALL	BK	PG	WY	SUBLETTE
	T028N R112W SEC-0003	E2NE, SE				
50076-00	ANDERSON L MCGINNIS T028N R112W SEC-0018	08/01/1955 LOT 2, SENW	BK 86	PG 482	WY	SUBLETTE
50077-00	WILLIAM J MCGINNIS T028N R112W SEC-0017	03/12/1955 S2N2, N2SW, NWSE, SWSW	BK 36	PG 119	WY	SUBLETTE
	T028N R112W SEC-0018	SE, SESW, LOT 4				
	T028N R112W SEC-0019	NWNE				
50078-00	USA EV-024366 T028N R112W SEC-0032	08/01/1948 E2, E2W2	BK	PG	WY	SUBLETTE
	T028N R112W SEC-0033	W2, W2SE				
50062-00	USA EV-024470	01/01/1960	BK	PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R112W SEC-0027	ALL			
	T029N R112W SEC-0028	SWSE, S2SESE, E2SESW, W2SESW, N2SESE, NW, NE, N2S2, SWSW			
	T029N R112W SEC-0029	W2SW, NE, NW, SE, E2SW			
50084-00	USA W-53496 T028N R112W SEC-0029	01/01/1956 BK PG W2E2, SW, E2NW, SWNW, NWNW		WY	SUBLETTE
	T028N R112W SEC-0030	SE, LOT 2 (33.12 ACS), LOT 3 (32.59 ACS), LOT 4 (32.24 ACS), NE, E2W2			
	T028N R112W SEC-0031	NE, LOT 1 (31.93 ACS), LOT 2 (31.86 ACS), LOT 3 (31.42 ACS), SE, E2W2			
	T028N R112W SEC-0032	W2NW			
50085-00	USA W-53496 T028N R112W SEC-0032	12/01/1956 BK PG W2NE, NWSE, E2NW, E2NESW, SWSE, S2SW, W2NESW		WY	SUBLETTE
50087-00	USA W 92218 T028N R112W SEC-0005	07/01/1948 BK PG LOTS 1-12 S2		WY	SUBLETTE
	T028N R112W SEC-0006	LOTS 1, 3-18, E2SW, SE			
	T028N R112W SEC-0007	LOTS 1-4, E2, E2W2			
50088-00	USA W 92219 T028N R112W SEC-0004	08/01/1950 BK PG N2NWSW, W2 LOT 4(18.19), LOT 5(40.0), LOT 12(40.0) E2 LOT 4, S2NWSW		WY	SUBLETTE
50093-00	USA EV-022234 T028N R113W SEC-0030	10/01/1948 BK PG LOT 6		WY	SUBLETTE
	T028N R113W SEC-0028	NE/4; E/2 NW/4; NE/4 SW/4; N/2 SE/4; SE/4 SE/4			
50097-00	USA EV-023584 T028N R113W SEC-0023	06/01/1948 BK PG LOT 4 (27.24), W2NW		WY	SUBLETTE
50098-00	USA EV-024383 T028N R113W SEC-0020	11/01/1948 BK PG LOTS 6, 7, 8, E2SW, SWSE, TRACT 43-B		WY	SUBLETTE
50103-00	USA W-0256462 T028N R113W SEC-0021	07/01/1948 BK PG LOT 7,TRACTS 43-A,43-C		WY	SUBLETTE
	T028N R113W SEC-0028	LOTS 2,3,4,9,10, TRACTS 50-B, 50-D, LOT 11			
50107-00	USA W-0637 T028N R113W SEC-0015	04/01/1950 BK PG SE, SWNE, W2		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50111-00	USA EV-022239 T028N R113W SEC-0008	11/01/1948 BK E2, E2W2	PG	WY	SUBLETTE
50112-00	RUTH A CHAMBERLAIN, ET VIR T028N R113W SEC-0020 T028N R113W SEC-0021	01/17/1950 BK 2 E2NE W2NW	PG 286	WY	SUBLETTE
50118-00	WILLIAM J MCGINNIS, ET AL T028N R113W SEC-0021	07/30/1947 BK 2 TRACT 48	PG 169	WY	SUBLETTE
50124-00	USA EV-022241 T028N R113W SEC-0022 T028N R113W SEC-0027	08/01/1948 BK W2SW, SESW, N2, LOT 1, NESW, NWSE S2SW	PG	WY	SUBLETTE
50125-00	MARY H MCGINNIS T028N R113W SEC-0027	07/01/1948 BK 2 RESURVEY TRACT 48	PG 101	WY	SUBLETTE
50129-00	USA W-46808 T028N R113W SEC-0017 T028N R113W SEC-0021 T028N R113W SEC-0028 T028N R113W SEC-0031 T028N R113W SEC-0032	07/01/1948 BK LOTS 1,2,4,5,6, SWNE, NWSE LOTS 1,2,3,4,5,6,8, S2NE, N2SE, SESE, TR 43-D LOTS 1,5,6,7,8, TRS 50-A & 50-C, S2SE LOTS 7,8 TR 53	PG	WY	SUBLETTE
50130-00	USA EV-07638 T028N R113W SEC-0008	01/01/1940 BK 88 NWNW	PG 76	WY	SUBLETTE
50132-00	USA W-081464 T028N R113W SEC-0009	03/01/1955 BK S2	PG	WY	LINCOLN
50148-00	USA W-0886491 T028N R113W SEC-0032	01/01/1940 BK NENW	PG	WY	SUBLETTE
50191-00	USA EV-024068-A T030N R113W SEC-0029	08/01/1948 BK NWNW	PG	WY	SUBLETTE
50196-00	USA W-0125380 T028N R112W SEC-0030 T028N R112W SEC-0031	08/01/1955 BK LOTS 2, 3, 4, E2W2, NWNE, S2NE, SE E2W2, E2, LOTS 1, 2, 3, 4	PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE			RECORDING		ST	COUNTY
50197-00	USA W-0125391 T028N R113W SEC-0002	06/01/1962 LOTS 5 (39.16 AC) , 6 (38.97)	BK		PG		WY	SUBLETTE
50199-00	USA W-0189 T029N R113W SEC-0025	02/01/1960 N2NE4	BK	31	PG	208	WY	SUBLETTE
50200-00	USA W-014062 T028N R113W SEC-0001	06/01/1962 LOTS 7(40.43 ACS) , 8 (39.46)	BK		PG		WY	SUBLETTE
50201-00	USA EV-026216 T028N R112W SEC-0032	06/01/1960 W2SW	BK		PG		WY	SUBLETTE
50202-00	USA W-10680 T028N R113W SEC-0002	06/01/1962 LOT 7	BK		PG		WY	SUBLETTE
50205-00	ST WY 0-10799 T029N R113W SEC-0001	03/02/1961 NENE	BK		PG		WY	SUBLETTE
	T030N R113W SEC-0036	ALL						
50206-00	USA W 21125 T030N R113W SEC-0009	05/01/1961 W2	BK	84	PG	621	WY	SUBLETTE
	T030N R113W SEC-0016	SWSW						
	T030N R113W SEC-0021	N2						
50207-00	USA W-21123 T030N R113W SEC-0022	04/01/1961 W2NW	BK		PG		WY	SUBLETTE
50208-00	USA W-04626 T030N R113W SEC-0008	02/01/1956 E2SE, NE, NW, W2SE	BK		PG		WY	SUBLETTE
	T030N R113W SEC-0017	E2NE, NESE, S2SE, W2NE, NWSE						
50210-00	ST WY 0-13088 T030N R113W SEC-0016	04/07/1962 E2SW, SE	BK		PG		WY	SUBLETTE
50211-00	ST WY 0-11311 T030N R113W SEC-0016	07/02/1961 S2NE	BK		PG		WY	SUBLETTE
50212-00	ST WY 0-13663 T030N R113W SEC-0016	04/07/1962 NW, W2SW	BK		PG		WY	SUBLETTE
50220-00	USA W-04015-B T030N R112W SEC-0029	02/01/1961 E2NENW, W2NENW	BK		PG		WY	SUBLETTE

DEPARTMENT

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	,T	COUNTY
50223-00	USA EV-024526 T030N R112W SEC-0030	12/01/1948 BK NENWNE, NWNWNE, S2NWNE	PG	WY	SUBLETTE
50224-00	USA EV-026171 T030N R112W SEC-0018 T030N R112W SEC-0032	08/01/1950 BK SESW, LOTS 1,2,3,4, NWNE, S2NE, E2NW, NESW, SE N2SW	PG	WY	SUBLETTE
50226-00	USA W-04101 T030N R112W SEC-0029	03/01/1951 BK NESW, SESW	PG	WY	SUBLETTE
50227-00	USA W-04101-B T030N R112W SEC-0029	03/01/1951 BK E2SENW, W2SENW	PG	WY	SUBLETTE
50228-00	USA W-056565 T030N R112W SEC-0008 T030N R112W SEC-0009 T030N R112W SEC-0017 T030N R112W SEC-0020 T030N R112W SEC-0033	09/01/1949 BK NWNE, S2N2, LESS 6.37 AC INCL IN 67TH RESERVOIR SW, W2SE, SESE S2, S2N2 W2W2, NENW S2N2	PG	WY	SUBLETTE
50229-00	USA W-27841 T030N R112W SEC-0019	09/01/1949 BK E2, SENW	PG	WY	SUBLETTE
50230-00	USA W-056073 T030N R112W SEC-0007 T030N R112W SEC-0029 T030N R112W SEC-0032 T030N R112W SEC-0033 T030N R112W SEC-0034	12/01/1949 BK W2 W2W2 N2 N2N2 W2NW	PG	WY	SUBLETTE
50232-00	USA W-38857 T029N R112W SEC-0017	11/01/1955 BK 69 N2NE, SWNE, NWSE	PG 1	WY	SUBLETTE
50233-00	USA W-027842 T030N R112W SEC-0030	12/01/1949 BK NENE, SENE	PG	WY	SUBLETTE
50235-00	ST WY 0-20614 T029N R112W SEC-0016	09/16/1966 BK 16 S2SW, NWSW, SWNW: LIMITED FROM SURFACE TO BASE OF MESAVERDE FORMATION (4,500'), SE, SWNE	PG 66	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
		N2NE, SENE						
50238-00	USA EV-024445-E T030N R112W SEC-0019	09/01/1949 NE4NW4	BK		PG		WY	SUBLETTE
50239-00	USA W-036663-A T029N R112W SEC-0017	11/01/1955 SESE	BK	69	PG	1	WY	SUBLETTE
50240-00	USA EV-024445 T030N R112W SEC-0019	09/01/1949 E2SW4	BK		PG		WY	SUBLETTE
50241-00	USA W-036663 T029N R112W SEC-0017	11/01/1955 SENE, NESE	BK	69	PG	1	WY	SUBLETTE
50250-00	USA W-43911 T029N R112W SEC-0013	09/01/1958 SE, S2SW	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0024	W2NW, SW						
	T029N R112W SEC-0025	N2NW						
50253-00	USA W-53469 T029N R112W SEC-0022	02/01/1960 SWNW, S2, S2NE	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0023	NE, NWSE, E2SE, NW, N2SW						
	T029N R112W SEC-0026	NENE						
50261-01	FIRST NATL BNK OF KEMMERER T029N R112W SEC-0024	12/29/72 SESW, LOTS 9, 11	BK	48	PG	638	WY	SUBLETTE
	T029N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T029N R112W SEC-0026	LOTS 1, 7, AND ALL THAT PART OF THE GREEN RIVER RIPARIAN THERETO						
50261-02	DANIEL E CHAPEL T029N R112W SEC-0024	03/07/1961 SESW, LOTS 9, 11	BK	61	PG	461	WY	SUBLETTE
	T029N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T029N R112W SEC-0026	LOTS 1, 7, AND ALL THAT PART OF THE GREEN RIVER RIPARIAN THERETO						
50265-00	USA W-48617 T029N R112W SEC-0017	01/01/1975 SENW, E2SW, SWSE	BK	66	PG	357	WY	SUBLETTE
50330-00	ST WY 667-4066 T027N R112W SEC-0016	04/02/1967 E2 BEING W2NE, SESE, LOTS 1-4, 7, PORTION LOT 6 IN SWSE (5.31AC)-PORTION IN CONFINES GREEN RIVER BED	BK	42	PG	206	WY	SUBLETTE

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50332-00	USA W-06880 T027N R114W SEC-0015	07/01/1961 SWNW	BK		PG	WY	SUBLETTE
50333-00	USA W-020778 T028N R114W SEC-0035	06/01/1963 E2, NW4	BK		PG	WY	SUBLETTE
50335-00	USA W-05681 T027N R114W SEC-0005	06/01/1961 LOTS 5, 6	BK		PG	WY	SUBLETTE
50336-00	USA EV-021964 T027N R114W SEC-0022	10/01/1947 NWNE	BK		PG	WY	SUBLETTE
50337-00	USA W-51101 T027N R114W SEC-0003	06/01/1961 S2S2	BK		PG	WY	SUBLETTE
	T027N R114W SEC-0004	S2					
	T027N R114W SEC-0005	LOTS 13,14,15,16, E2 LOT 23, 24, W2 LOT 23					
	T027N R114W SEC-0009	NE, E2NW, N2SE, SESE					
	T027N R114W SEC-0010	SWSW					
50346-00	USA W-64966 T027N R112W SEC-0011	09/13/1978 S2	BK	74	PG 522	WY	SUBLETTE
	T027N R112W SEC-0014	N2					
50356-00	USA W-0231770 T028N R113W SEC-0025	02/01/1980 NW4NW4	BK	31	PG 206	WY	SUBLETTE
50357-00	USA W-0231771 T028N R113W SEC-0025	10/01/1980 W2SW4	BK	31	PG 213	WY	SUBLETTE
50358-00	USA W-0231772 T028N R113W SEC-0002	06/01/1982 SWNW, NWSW	BK	69	PG 549	WY	SUBLETTE
	T028N R113W SEC-0003	NWSE, S2NE, NESE, LOTS 5 & 6					
50359-00	USA W-024931-A T028N R113W SEC-0026	10/01/1948 SENW, SWNW	BK		PG	WY	SUBLETTE
50360-00	USA EV-025930 T028N R113W SEC-0023	06/01/1949 E2W2	BK		PG	WY	SUBLETTE
50361-00	USA W-031992	02/01/1950	BK	31	PG 206	WY	SUBLETTE

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	T029N R113W SEC-0023	N2NE4, NE4NW4				
50363-00	USA W-014061 T028N R113W SEC-0002	06/01/1962 BK LOT 8		PG	WY	SUBLETTE
50364-00	USA W-02663 T029N R113W SEC-0025	10/01/1960 BK 31 E2SW, SW2E		PG 213	WY	SUBLETTE
50366-00	USA EV-021767 T029N R113W SEC-0035	09/01/1960 BK 89 SE4		PG 10	WY	SUBLETTE
50374-00	USA W-62801 T031N R113W SEC-0007	07/01/1978 BK LOTS 1 THRU 4, E2, E2W2		PG	WY	SUBLETTE
	T031N R113W SEC-0018	LOTS 1 THRU 4, E2, E2W2				
50380-00	USA W-60577 T028N R111W SEC-0029	11/01/1977 BK 88 W2		PG 764	WY	SUBLETTE
	T028N R111W SEC-0030	LOTS 1, 2, 3, 4, E2, E2W2				
	T028N R111W SEC-0031	NE, E2SE				
	T028N R111W SEC-0032	W2				
50422-00	USA W-11603 T028N R114W SEC-0021	04/01/1966 BK NE, SE		PG	WY	SUBLETTE
50424-00	ST WY 66-6166 T028N R114W SEC-0016	03/02/1966 BK NENE, NW, N2SW, SE, SENE, S2SW, W2NE		PG	WY	SUBLETTE
50425-00	USA W-2120 T028N R114W SEC-0015	11/01/1966 BK NW, SW		PG	WY	SUBLETTE
	T028N R114W SEC-0022	SW				
50427-00	USA W-065275 T028N R112W SEC-0022	02/01/1960 BK NW, N2SW, S2SW		PG	WY	SUBLETTE
50428-00	BETTE M THOMPSON T028N R113W SEC-0004	07/06/1976 BK 83 W2SW, SESW		PG 154	WY	SUBLETTE
	T028N R113W SEC-0005	E2SE				
	T028N R113W SEC-0007	NESE, E2NE				

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	T029N R113W SEC-0018	[illegible]				
	T029N R113W SEC-0008	[illegible]				
	T029N R113W SEC-0017	[illegible]				
50439-00	USA W-73977 T032N R114W SEC-0017	09/01/1993	BK [illegible]	PG [illegible]	WY	SUBLETTE
	T032N R114W SEC-0020	[illegible]				
50607-00	USA W-67178 T029N R111W SEC-0006	09/01/1993	BK 220	PG 450	WY	LINCOLN
	T029N R111W SEC-0007	[illegible]				
57047-00	USA W-41783 T029N R113W SEC-0002	09/01/1992	BK	PG	WY	SUBLETTE
	T029N R113W SEC-0009	NESE				
57132-00	MONTE NORRIS T031N R113W SEC-0018	03/12/1996	BK 74	PG 356	WY	SUBLETTE
	T031N R113W SEC-0020	[illegible]				
	T031N R114W SEC-0023	[illegible]				
	T031N R114W SEC-0024	[illegible]				
58006-00	USA WYW-116386 T031N R113W SEC-0018	07/01/1972	BK	PG	WY	SUBLETTE
	T031N R113W SEC-0030	[illegible]				
58343-00	USA W-34688 T027N R111W SEC-0030	06/01/1972	BK 57	PG 283	WY	SUBLETTE
58344-00	USA W-36388 T027N R111W SEC-0008	07/01/1972	BK 63	PG 506	WY	SUBLETTE
	T027N R111W SEC-0017	[illegible]				
58345-00	USA W-36388 T027N R111W SEC-0015	07/01/1972	BK 64	PG 629	WY	SUBLETTE
58346-00	USA W-36422 T027N R111W SEC-0022	10/01/1972	BK 57	PG 389	WY	SUBLETTE

[illegible]

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	T027N R111W SEC-0023	ALL					
	T027N R111W SEC-0026	SE, W2					
	T027N R111W SEC-0028	ALL					
58347-00	USA W-51347 T027N R111W SEC-0006	08/01/1976 NW, SW	BK	61	PG 447	WY	SUBLETTE
	T027N R111W SEC-0006	SE, S2NE					
	T027N R111W SEC-0007	NE					
	T027N R111W SEC-0008	:W, N2SW					
58348-00	USA W-64136 T027N R111W SEC-0014	04/01/1976 ALL	BK	64	PG 636	WY	SUBLETTE
	T027N R111W SEC-0015	S2					
58349-00	USA W-64137 T027N R111W SEC-0017	04/01/1976 SE	BK	64	PG 166	WY	SUBLETTE
	T027N R111W SEC-0020	NE					
58350-00	USA W-66724 T027N R111W SEC-0018	05/01/1977 LOTS 1-4, E2W2, W2E, SWNE	BK	64	PG 470	WY	SUBLETTE
	T027N R111W SEC-0030	LOTS 1-3, E2W2, E2					
58351-00	USA W-66776 T027N R111W SEC-0020	06/01/1977 NESW	BK	64	PG 278	WY	SUBLETTE
58352-00	USA W-62117 T027N R111W SEC-0028	02/01/1976 NW, N2SW, SESW	BK	60	PG 186	WY	SUBLETTE
58353-00	USA W-66808 T027N R111W SEC-0028	11/01/1976 SE, SENE, W2, W2NE	BK	67	PG 167	WY	SUBLETTE
58354-00	USA W-62875 T027N R111W SEC-0030	04/01/1976 LOT 4	BK	66	PG 533	WY	SUBLETTE
58355-00	USA W-63490 T027N R111W SEC-0032	06/01/1976 NW, N2SW, LOT 2	BK	66	PG 166	WY	SUBLETTE
58356-00	USA W-63821 T027N R111W SEC-0032	07/01/1976 LOTS 3 AND 4, N2SE, NE	BK	67	PG 196	WY	SUBLETTE

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58357-00	USA W-67906	06/01/1979	BK	PG	WY	SUBLETTE
	T027N R111W SEC-0006	N2NE				
	T027N R111W SEC-0007	SE				
	T027N R111W SEC-0018	E2NE, E2SE				
	T027N R111W SEC-0019	E2NE, E2SE				
58358-00	USA W-68116	07/01/1979	BK 708	PG1493	WY	SWEETWATER
	T026N R111W SEC-0004	SW, LOTS 1-4, S2N2, SE				
	T026N R111W SEC-0010	S2N2				
58359-00	USA W-68117	07/01/1979	BK 89	PG	WY	SUBLETTE
	T027N R111W SEC-0008	S2SW				
	T027N R111W SEC-0017	W2				
	T027N R111W SEC-0020	NW, NWSW, SE, S2SW				
58360-00	USA W-68464	08/01/1979	BK 71	PG 308	WY	SUBLETTE
	T027N R111W SEC-0028	SWSW				
58960-00	USA WYW-034624	04/01/1951	BK	PG	WY	SUBLETTE
	T027N R114W SEC-0028	SWNE				
58961-00	USA WYW-034627	05/01/1948	BK	PG	WY	SUBLETTE
	T027N R114W SEC-0001	W2SW				
58962-00	USA WYW-034628	10/01/1950	BK 86	PG 232	WY	SUBLETTE
	T027N R114W SEC-0002	NENE				
	T027N R114W SEC-0003	NW, NWNE				
58963-00	STATE OF WYOMING 60-00476	01/15/1968	BK 100	PG 286	WY	SUBLETTE
	T028N R114W SEC-0036	N2, N2S2, S2SW				
59023-00	USA EV-000068	10/01/1949	BK 86	PG 283	WY	SUBLETTE
	T028N R113W SEC-0006	NE				
59041-00	STATE OF WYOMING 60-11198	06/16/1961	BK 3	PG 388	WY	SUBLETTE
	T028N R113W SEC-0036	ALL				
75114-00	USA WY-0311462	10/01/1984	BK 38	PG 373	WY	SUBLETTE
	T028N R114W SEC-0005	LOTS 9, 10, 14, 15, 16, 17, 18, 19				
	T028N R114W SEC-0008	LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10,				

COUNTY

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		11, 12, 13, 14, 15, 16, 17, 18, 19, 20			
	T028N R114W SEC-0021	SESW, W2SW			
75116-00	USA WY-51104 T028N R114W SEC-0017	04/01/1966 BK LOT 4	PG	WY	SUBLETTE
	T028N R115W SEC-0012	NW			
75117-00	USA WY-42791 T028N R114W SEC-0005	01/01/1974 BK LOTS, 7, 8, 12	PG	WY	SUBLETTE
	T028N R114W SEC-0021	NESW, N2NW, SENW			
75118-00	USA WY-51103 T028N R114W SEC-0017	11/01/1966 BK LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75119-00	USA WY-320213 T028N R114W SEC-0020	11/01/1966 BK LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75120-00	USA WY-62811 T028N R114W SEC-0022	12/01/1975 BK NW	PG	WY	SUBLETTE
75123-00	USA WY-38078 T028N R114W SEC-0009	02/01/1973 BK W2SE, E2SE, N2SW	PG	WY	SUBLETTE
	T028N R114W SEC-0010	SW			
75124-00	USA WY-6878 T028N R114W SEC-0008	12/01/1967 BK LOTS 7 THRU 10 LOTS 15 THRU 18	PG	WY	SUBLETTE
	T028N R114W SEC-0004	LOTS 5 THRU 20			
	T028N R114W SEC-0005	NWSE, S2NE, LOTS 5, 6, 13, 20			
	T028N R114W SEC-0009	N2			
	T028N R114W SEC-0010	NW			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50006-00	USA W-125386 T029N R112W SEC-0019	09/01/1960 BK LOTS 3 (12.53), 4 (12.13), E/2SW, SWSE LOT 2(12.63), NENE, S2NE N2SE, SESE, SENW	PG	WY	SUBLETTE
50007-00	USA W-0231774 T028N R113W SEC-0002	06/01/1962 BK S2NE, N2SE, S2SE	PG	WY	SUBLETTE
50008-00	USA W-0231773 T028N R113W SEC-0001	06/01/1962 BK S2NW, N2SW, S2SW	PG	WY	SUBLETTE
50010-00	USA EV-022756 T028N R113W SEC-0011	10/01/1946 BK W2	PG	WY	SUBLETTE
50014-00	USA W-10674 T028N R113W SEC-0014	12/31/1938 BK 88 SENE, E2SE	PG 776	WY	SUBLETTE
	T028N R113W SEC-0015	S2N2, S2			
50016-00	USA W-086887 (ROW) T027N R113W SEC-0018	01/01/1968 BK SENW (ROW)	PG	WY	SUBLETTE
50017-00	USA EV-024756-A T028N R113W SEC-0024	06/01/1948 BK LOT 2	PG	WY	SUBLETTE
50024-00	USA W-20038 T028N R114W SEC-0033	03/01/1969 BK SWNE	PG	WY	SUBLETTE
50028-00	USA W-054586 T027N R114W SEC-0013	07/01/1951 BK NENW, SWSW	PG	WY	SUBLETTE
50043-00	USA W-71778 T023N R112W SEC-0027	11/01/1948 BK NESW, SE, SESW, S2NE, W2SW	PG	WY	LINCOLN
50044-00	USA W-71778 T023N R112W SEC-0028	11/01/1948 BK 32 NESW, NW, SE, SESW	PG 228	WY	LINCOLN
50046-00	USA W-92875 T023N R112W SEC-0021	11/01/1948 BK 32 W2	PG 228	WY	LINCOLN
	T023N R112W SEC-0028	W2SW			
50066-00	USA EV-025648 T027N R112W SEC-0026	01/01/1948 BK ALL	PG	WY	SUBLETTE
	T027N R112W SEC-0027	E2			

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50056-00	USA W-06923 T022N R112W SEC-0008	06/01/1961 BK S2	PG	WY	SUBLETTE
50057-00	USA W-45370 T022N R112W SEC-0020 T022N R112W SEC-0021	06/01/1961 BK E2SW, SE, SENW, S2NE NWSW, SWNW	PG	WY	LINCOLN
50058-00	USA W-45371 T022N R112W SEC-0028	06/01/1961 BK NWNW	PG	WY	LINCOLN
50060-00	USA W-0319663 T022N R112W SEC-0034	10/01/1966 BK NW	PG	WY	LINCOLN
50061-00	USA W-05924 T022N R112W SEC-0015 T022N R112W SEC-0022 T022N R112W SEC-0026	06/01/1961 BK N2S2, SWSW N2, S2 NE	PG	WY	LINCOLN
50062-00	USA W-05925 T022N R112W SEC-0026 T022N R112W SEC-0028	06/01/1961 BK N2SE, SWSE, W2 E2, E2W2, SWNW, W2SW	PG	WY	LINCOLN
50063-00	USA W-71772 T022N R112W SEC-0010 T022N R112W SEC-0020 T022N R112W SEC-0021	06/01/1961 BK SE, E2SW, NWSW, SWSW W2W2, NENW, N2NE N2N2	PG	WY	LINCOLN
50064-00	USA W-71773 T028N R112W SEC-0028	06/01/1961 BK NWNW	PG	WY	LINCOLN
50072-00	USA EV-024469 T028N R112W SEC-0029 T028N R112W SEC-0029	01/01/1966 BK SENE, W2NE, W2, SE E2E2	PG	WY	SUBLETTE
50073-00	USA W-035077 T028N R112W SEC-0032	12/01/1965 BK E2E2	PG	WY	SUBLETTE
50074-00	USA EV-024469 T028N R112W SEC-0017 T028N R112W SEC-0020	12/01/1948 BK N2NE, E2SE, SWSE E2NE, W2NE, SE	PG	WY	SUBLETTE

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	T028N R112W SEC-0021	ALL			
50079-00	USA EV-024736 T028N R112W SEC-0006	01/01/1948 BK W2 LOT 2, E2 LOT 2	PG	WY	SUBLETTE
50080-00	USA EV-026175 T028N R112W SEC-0004	08/01/1950 BK LOTS 1, 2, 3, 6, 7, 8, 9, 10, 11, SE, E2SW, SWSW	PG	WY	SUBLETTE
50081-00	USA EV-022340 T028N R112W SEC-0008	07/01/1948 BK NW, W2SW	PG	WY	SUBLETTE
50086-00	USA W-53467 T028N R112W SEC-0008	08/01/1950 BK E2, E2SW	PG	WY	SUBLETTE
	T028N R112W SEC-0009	N2, S2			
50092-00	USA EV-020363 T028N R113W SEC-0032	07/01/1948 BK LOTS 2, 5	PG	WY	SUBLETTE
50095-00	USA EV-022281 T028N R113W SEC-0027	07/01/1948 BK 32 LOTS 1, 4, 5, 7, 8	PG 600	WY	SUBLETTE
50096-00	USA EV-022286 T028N R113W SEC-0008	10/01/1948 BK ALL	PG	WY	SUBLETTE
50098-00	USA EV-023988 T028N R113W SEC-0006	07/01/1948 BK 32 W2W2	PG 37	WY	SUBLETTE
	T028N R113W SEC-0027	LOTS 2, 3			
	T028N R113W SEC-0028	W2NW			
50100-00	USA EV-026536 T028N R113W SEC-0010	08/01/1948 BK W2	PG	WY	SUBLETTE
50104-00	USA EV-026552 T028N R113W SEC-0007	08/01/1950 BK SWNW	PG	WY	SUBLETTE
50105-00	USA WY 0516 T028N R113W SEC-0003	08/01/1950 BK E2	PG	WY	SUBLETTE
50106-00	USA W-0536 T028N R113W SEC-0005	04/01/1950 BK SW, SWNW	PG	WY	SUBLETTE
50103-00	USA CH-062277 T029N R113W SEC-0028	08/01/1950 BK S2NEA, SE4	PG	WY	SUBLETTE
50109-00	ST WY 0-7366 T029N R113W SEC-0016	08/16/1948 BK E2, NW, SW	PG	WY	SUBLETTE

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50110-00	WILLIAM J MCGINNIS ET AL T028N R113W SEC-0017	07/30/1947 BK 2 TRACT 38, (AKA NESW) TRACT 40, (AKA SWSE)	PG 162	WY	SUBLETTE
50114-00	ST WY #0-2843 T028N R113W SEC-0016	09/16/1944 BK 36 ALL (RESURVEY TRACT 37)	PG 156	WY	SUBLETTE
50115-00	USA W-04732 T028N R113W SEC-0004	02/01/1951 BK LOTS 7, 8, S2NW, SW	PG	WY	SUBLETTE
50116-00	USA W-026039-A T028N R113W SEC-0021	02/01/1960 BK 31 E2	PG 206	WY	SUBLETTE
	T028N R113W SEC-0027	NWNW			
	T028N R113W SEC-0028	N2NE			
50117-00	USA W-0196878 T028N R114W SEC-0025	02/01/1962 BK E2NE	PG	WY	SUBLETTE
50119-00	USA W-04731 T028N R113W SEC-0005	02/01/1951 BK LOTS 5, 6, 7, 8, S2NE, SE, SENW	PG	WY	SUBLETTE
50120-00	ANDERSON L MCGINNIS ET UX T028N R113W SEC-0027	07/30/1947 BK 2 PT OF TRACT 40 (W2NW, SENW)	PG 156	WY	SUBLETTE
	T028N R113W SEC-0028	PT OF TRACT 40 (NENE)			
50121-00	MARY J. HADDENHAM T028N R113W SEC-0017	07/30/1947 BK W2SW, SESW (RESURVEYED AND DESCRIBED AS TRACT 39)	PG	WY	SUBLETTE
50122-00	MARY J (E) HADDENHAM T028N R113W SEC-0017	07/30/1947 BK 2 W2SW, SESW (RESURVEYED AND DESCRIBED AS TRACT 39)	PG 159	WY	SUBLETTE
50123-00	USA EV-026771 T028N R113W SEC-0022	01/01/1948 BK 32 LOT 2	PG 55	WY	SUBLETTE
	T028N R113W SEC-0028	LOT 2, SWNW, W2SW			
50126-00	USA W-48606 T028N R113W SEC-0016	10/01/1948 BK LOTS 1 THRU 7	PG	WY	SUBLETTE
	T028N R113W SEC-0017	NWNE			
	T028N R113W SEC-0020	LOTS 2, 3, 4, S2NW			
	T028N R113W SEC-0029	SWSE, SESW			

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50127-00	USA W-46906 T028N R113W SEC-0020	11/01/1948 BK NWSW	PG	WY	SUBLETTE
50129-00	USA W-70864 T028N R113W SEC-0028	10/17/1980 BK SENE-60 FT R-O-W	PG	WY	SUBLETTE
50148-00	USA EV-00681-B T027N R113W SEC-0017	04/23/1936 BK W2NW	PG	WY	SUBLETTE
50189-00	USA W-0136175 T030N R113W SEC-0026 T030N R113W SEC-0027	12/31/1936 BK SW E2NE, W2NE	PG	WY	SUBLETTE
50190-00	USA W-0136177 T030N R113W SEC-0022	04/01/1951 BK 47 SE	PG 108	WY	SUBLETTE
50192-00	USA W-27645 T030N R113W SEC-0010 T030N R113W SEC-0014 T030N R113W SEC-0022	04/01/1951 BK 47 W2SE, SW, NWNW, E2SE, NE, NENW, S2NW S2SW, SWSE, N2SW, NWSE, SESE, W2NE, NW NE, E2NW	PG 108	WY	SUBLETTE
50193-00	USA W-27644 T030N R113W SEC-0011 T030N R113W SEC-0024	08/01/1950 BK NE, SE W2NW, NWSW, S2SW	PG	WY	SUBLETTE
50194-00	USA EV-024668 T030N R113W SEC-0023	08/01/1948 BK E2NE, E2NW, E2SE, SW, SWNW, W2NE, W2SE	PG	WY	SUBLETTE
50203-00	USA W 0231700 T028N R113W SEC-0002	08/01/1950 BK W2SW4	PG	WY	SUBLETTE
50204-00	USA EVANSTON 024841 T028N R113W SEC-0001 T028N R113W SEC-0012 T028N R113W SEC-0013	06/01/1948 BK 16 LOTS 5, 6, 9, 10, 11, SWNE, W2SE LOTS 1-4, W2E2, W2 LOTS 1-3, W2E2, NW	PG 92	WY	SUBLETTE
50208-00	USA W-04628 T030N R113W SEC-0008 T030N R113W SEC-0017	02/01/1951 BK E2SE, NE, NW, W2SE E2NE, NESE, NWSE, S2SE, W2NE	PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50209-00	USA W-27643 T030N R112W SEC-0030	12/01/1948 BK SENW,E2SW	PG	WY	SUBLETTE
50217-00	USA W-16770 T029N R112W SEC-0006	12/01/1948 BK LOT 5, SENW, S2NE, NWSE	PG	WY	SUBLETTE
	T030N R112W SEC-0030	SWNE, LOTS 1-4, SE			
	T030N R112W SEC-0031	LOTS 3, 4, E2W, N2SE, SWSE, SESE LOTS 1, 2, E2NW, NE			
50219-00	USA W-063447 T029N R112W SEC-0023	02/01/1960 BK S2W, SWSE	PG	WY	SUBLETTE
50225-00	USA W-039006 T029N R112W SEC-0024	08/01/1956 BK E/2NW , S/2	PG	WY	SUBLETTE
	T029N R112W SEC-0025	S/2, S/2N/2,N/2NE			
	T029N R112W SEC-0036	ALL			
50226-00	USA W-04101 T030N R112W SEC-0020	03/01/1951 BK E2NE	PG	WY	SUBLETTE
	T030N R112W SEC-0029	NESW, SESW			
50259-00	YOSE CATTLE COMPANY T027N R112W SEC-0003	12/17/1981 BK 64 LOTS 2(34.31 ACS); 3(38.72 ACS); 4(39.71 ACS); 5(46.51 ACS); EXCEPTING FRACTIONAL PARTS OF LOTS 3, 4, & 5, MORE FULLY DESCRIBED IN LEASE	PG 78	WY	SUBLETTE
	T029N R112W SEC-0026	S/2 SW			
	T029N R112W SEC-0034	W/2 W/2; NENW; E/2 SW; W/2 SE; SENE; NESE; LOT 1 (23.57 ACS)			
	T029N R112W SEC-0035	LOT 4(41.82 ACS); W/2 NW; NWSE LOT 6 (36.13 ACS)			
50263-00	USA W-77669 T029N R111W SEC-0019	07/01/1976 BK LOTS 2, 3, 4, E2, E2NENW, SWNENW, E2SW	PG	WY	SUBLETTE
	T029N R111W SEC-0020	E2			
	T029N R111W SEC-0029	SE, NE,			
	T029N R111W SEC-0032	NE, SE			
50268-00	USA W-67038 T029N R112W SEC-0011	09/01/1964 BK SWSW	PG	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50288-01	A L MAHAFFEY T026N R112W SEC-0006	12/28/1966	BK 20 PR PG 282 PART OF SEC 6 & 7	WY	LINCOLN
	T026N R112W SEC-0007		PART OF SEC 6 & 7		
50289-02	BABE PROBASCO ET UX T026N R112W SEC-0006	12/27/1966	BK 21 PG 31 BEGIN 146' N SWSE 36 THEN E 610',THEN S 146', THEN E ON SEC LINE BTWN 36&7 FOR 433', THEN N 636',THEN W 1043.5',THEN S 667' TO POINT OF BEGINNING	WY	LINCOLN
50313-01	HOWARD A MAHAFFEY T026N R112W SEC-0006	12/28/1966	BK 20 PG 276 SEE LEASE FOR METES AND BOUNDS DESCRIPTION	WY	LINCOLN
50314-00	GUY DECKER ET UX T026N R112W SEC-0006	03/17/1967	BK 22 PG 377 LOT 11 OF LOT 6, LOT 1 OF BLOCK 1 OF SECOND ADDITION TO TOWN OF LABARGE	WY	LINCOLN
50317-00	LINCOLN COUNTY #1 T000N R000W SEC-0000	05/08/1967	BK 22PR PG 166 LABARGE TOWNLOTS: ORIG TOWNSITE: TULSA-BK 9 LOTS 4-7; 1ST ADD; TULSA-BK 12, LOTS 13-15 RIVERVIEW ADD-TULSA - BK A, LT16 - BK B, L1-4 - BK C, L13, 20, 36 - BK E, L15, 16, 19 & 20.	WY	LINCOLN
50328-00	LINCOLN COUNTY, WYOMING T000N R000W SEC-0000	05/09/1967	BK 22 PG 172 STREETS & ALLEYS IN LABARGE,WY,ORIG PLATTED TULSA, WY,SHOWN ON LINCOLN CO M/B MAP #1&2 SEE LSE FOR LIST OF STREETS & ALLEYS	WY	LINCOLN
50329-00	LINCOLN COUNTY, WYOMING T026N R112W SEC-0006	05/09/1967	BK 22 PG 176 SEE LEASE FOR METES & BOUNDS DESCRIPTION	WY	LINCOLN
	T026N R112W SEC-0007		SEE LEASE FOR METES & BOUNDS DESCRIPTION		
	T026N R112W SEC-0018		SEE LEASE FOR METES & BOUNDS DESCRIPTION		
	T026N R112W SEC-0019		SEE LEASE FOR METES & BOUNDS DESCRIPTION		
	T026N R112W SEC-0030		SEE LEASE FOR METES & BOUNDS DESCRIPTION		
50334-00	USA W-6140 T027N R114W SEC-0002	08/01/1951	BK PG LOTS 1,2,3,4, S2N2, S2, (ALL)	WY	SUBLETTE
	T027N R114W SEC-0003		LOTS 1,2,3,4, S2NE, N2SE		
	T027N R114W SEC-0004		LOTS 1,2,3,4, S2N2		
	T026N R114W SEC-0034		S2NE, SENW, S2		
	T026N R114W SEC-0035		SW		

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50338-00	USA W-72406 T027N R114W SEC-0009	06/01/1951 W2NW	BK	PG	WY	SUBLETTE
50339-00	USA W 92223 T027N R114W SEC-0010	07/01/1951 S2NE, NW, E2SW, NWSW, SE, N2NE	BK 65	PG 466	WY	SUBLETTE
	T027N R114W SEC-0011	W2SW, N2, SE, E2SW				
	T027N R114W SEC-0012	W2NW, NWSW				
	T027N R114W SEC-0014	SWNE, NW, S2, N2NE, SENE				
	T027N R114W SEC-0015	NE, E2NW, NWNW				
50340-00	USA W-92222 T027N R114W SEC-0015	10/01/1947 NESW, SE	BK	PG	WY	SUBLETTE
50341-00	USA W-96755 T028N R114W SEC-0027	06/01/1953 SE4	BK	PG	WY	SUBLETTE
50342-00	USA W-96758 T028N R114W SEC-0033	06/01/1951 SE	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0034	N2N2, SWNW				
50382-00	USA W-42781 T027N R111W SEC-0004	01/01/1974 N2	BK	PG	WY	SUBLETTE
	T027N R111W SEC-0006	E2				
	T027N R111W SEC-0008	NE, N2SE, SESE				
	T027N R111W SEC-0009	E2, W2				
50421-00	USA W-92006 T028N R114W SEC-0026	09/01/1969 E/2NE4, NW/4NE, NW/SE	BK	PG	WY	SUBLETTE
50423-00	USA W-054888 T028N R114W SEC-0015	06/01/1953 NE, E2SE	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0022	E2NE, SE				
	T028N R114W SEC-0027	W2NE, SENE				
50428-00	USA W-2121 T028N R114W SEC-0028	11/01/1966 SWNE	BK	PG	WY	SUBLETTE
50433-00	THEODORE JORDAN, ET AL T028N R113W SEC-0004	08/19/1964 S2SE4	BK 10	PG 170	WY	SUBLETTE

COUNTY

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R113W SEC-0009	NE			
	T029N R113W SEC-0010	N2NW, SENW			
50437-00	USA W-19958 T032N R114W SEC-0006	06/01/1958 BK PG S2NW, N2SW LOTS 3, 4, S2SW		WY	SUBLETTE
50438-00	USA W-08008 T032N R114W SEC-0007	06/01/1961 BK 2 PG 508 LOTS 1 (10.71), 2 (10.06), S2NE		WY	SUBLETTE
50484-00	USA W-0320844 T029N R114W SEC-0033	12/01/1958 BK PG NWNW		WY	SUBLETTE
50606-00	USA W-38503 T026N R111W SEC-0005	03/01/1973 BK 103 PG 402 LOTS 1 AND 2, S2NE, SE		WY	LINCOLN
	T026N R111W SEC-0008	E2			
50608-00	USA W-67837 T026N R111W SEC-0009	03/01/1973 BK 522 PG 318 ALL		WY	SWEETWATER
50633-00	USA W-35984 T031N R113W SEC-0030	10/01/1984 BK PG SENW		WY	SUBLETTE
50931-00	USA W-107089 T031N R114W SEC-0013	01/01/1988 BK 80 PG 747 N2, N2SW, SESW, SE		WY	SUBLETTE
	T031N R114W SEC-0014	NW			
	T031N R114W SEC-0023	NESW, S2SW			
	T031N R114W SEC-0024	SW			
	T031N R114W SEC-0025	W2E2, NW, SE5E			
57306-00	USA WYW-113858 T026N R112W SEC-0008	05/01/1988 BK PG SESW, SWSE		WY	SUBLETTE
	T026N R112W SEC-0010	S2S2			
	T026N R112W SEC-0015	ALL			
57427-00	USA W-113137 T032N R114W SEC-0025	10/01/1988 BK 81 PG 795 E/2, SENW, SW		WY	SUBLETTE
57543-00	USA W-113889 T026N R113W SEC-0032	12/01/1988 BK 288PR PG 89 S/2NE, NW, N2SW, SWSW, SE		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T026N R113W SEC-0033	SWNW, S/2				
57544-00	USA W-113654 T025N R113W SEC-0017	12/01/1988 ALL	BK 267PR	PG 383	WY	LINCOLN
	T025N R113W SEC-0020	ALL				
	T025N R113W SEC-0021	ALL				
57545-00	USA W-113651 T025N R113W SEC-0004	12/01/1988 NENE	BK 267	PG 391	WY	LINCOLN
	T025N R113W SEC-0006	E2, N2NW				
	T025N R113W SEC-0008	LOTS 1, 6, 10, E2				
	T025N R113W SEC-0007	LOTS 3, 4, 6 THRU 12, NENE, SE, S2NE				
	T025N R113W SEC-0008	NE, N2SE, SW, SWSE, S2NW				
	T025N R113W SEC-0009	NESW, S2SW, W2NW				
57546-00	USA WYW-113644 T028N R112W SEC-0032	12/01/1988 NWSW	BK 62	PG 153	WY	SUBLETTE
57547-00	USA WYW-113645 T029N R112W SEC-0017	12/01/1988 NENW, SWNW, W2SW	BK 62	PG 165	WY	SUBLETTE
	T029N R112W SEC-0020	NENW				
	T029N R112W SEC-0026	W2NE, SENE, W2, SE				
	T029N R112W SEC-0030	NENE				
57548-00	USA W-113661 T028N R113W SEC-0001	12/01/1988 LOT, 2, SWNE	BK 62	PG 250	WY	SUBLETTE
	T028N R113W SEC-0003	LOTS 1 THRU 4				
	T028N R113W SEC-0007	LOT 3, 4, S/2SW, W2SE, SESE				
57641-00	USA WYW-114679 T027N R112W SEC-0002	02/01/1989 THAT PORTION OF GREEN RIVER RIPARIAN TO LOT 5, BEING MORE PARTICULARY DESCRIBED ON LEASE	BK 62	PG 448	WY	SUBLETTE
57824-00	USA WYW-115868 T028N R112W SEC-0010	06/01/1989 S/2NE, SE	BK 63	PG 364	WY	SUBLETTE
	T028N R112W SEC-0011	SWNW, NWSW				

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
57825-00	USA WYW115661 T030N R113W SEC-0007	06/01/1988	BK 83	PG 373		WY	SUBLETTE
		E/2SE					
	T030N R113W SEC-0008	NWSW					
	T030N R113W SEC-0018	NENE					
57826-00	USA WYW115660 T028N R113W SEC-0013	06/01/1988	BK 83	PG 379		WY	SUBLETTE
		LOT 4					
	T028N R113W SEC-0024	LOT 1					
57962-01	DUANE HARWARD ET UX TRUST T026N R112W SEC-0019	04/21/1988 BK 276PR PG 142 WY UNCOLN S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF THE REGISTER OF DEEDS, LINCOLN COUNTY, WY					
57962-02	DIAMOND H RANCH, INC T026N R112W SEC-0019	02/29/1988 BK 273PR PG 488 WY LINCOLN S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 AND LESS THE EUBANK FOOTHILL ESTATE, MORE FULLY DESCRIBED AT PLAT #314 OF THE OFFICE OF THE REGISTER OF DEEDS, LINCOLN CO., WY					
57962-03	WILLIAM B SPENCER ET UX T026N R112W SEC-0019	04/21/1988 BK 276PR PG 140 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY					
57962-04	MARY H LAMBERT ET AL T026N R112W SEC-0019	04/21/1988 BK 276PR PG 144 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY					
57962-05	ISABEL H SPENCER TRUST T026N R112W SEC-0019	04/21/1988 BK 276PR PG 148 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY					
57962-06	WILLIAM B SPENCER TRST T026N R112W SEC-0019	04/21/1988 BK 276PR PG 146 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY					
57962-07	JEAN S STEPHENS T026N R112W SEC-0019	04/21/1988 BK 276PR PG 150 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY					
57962-08	GLENISLA HUNTER ET AL T026N R112W SEC-0019	04/21/1988 BK 276PR PG 152 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY		
57952-09	LOIS S BRADY T026N R112W SEC-0019	04/21/1989 BK 276PR PG 154	S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	WY	LINCOLN
57952-10	EUBANK CATTLE COMPANY T026N R112W SEC-0019	06/30/1989 BK 276PR PG 303	TRACT OF LAND IN SESW, S/2SE, KNOWN AS THE EUBANK FOOTHILL ESTATES, RECORDED AT PLAT #314 IN OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	WY	LINCOLN
58055-05	MILLER, ROBERT M JR ET UX T029N R112W SEC-0004	06/22/1989 BK 83 PG 679	W/2SW	WY	SUBLETTE
	T029N R112W SEC-0005		E/2SE, SWSE		
	T029N R112W SEC-0008		E/2		
	T029N R112W SEC-0009		W/2W/2		
58188-00	USA WYW-117669 T027N R112W SEC-0002	11/01/1989 BK 85 PG 435	BED OF GREEN RIVER RIPARIAN TO LOTS 6 - 8 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION***	WY	SUBLETTE
	T027N R112W SEC-0003		BED OF GREEN RIVER RIPARIAN TO LOTS 1, 6, 7, 10, 11 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION***		
	T028N R112W SEC-0034		BED OF GREEN RIVER RIPARIAN TO LOT 2 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION***		
58189-00	USA W-117678 T031N R114W SEC-0009	11/01/1989 BK 84 PG 606	S/2	WY	SUBLETTE
	T031N R114W SEC-0010		N/2		
	T031N R114W SEC-0014		N/2SW		
58190-00	USA WYW-117667 T028N R111W SEC-0003	11/01/1989 BK 85 PG 419	SW	WY	SUBLETTE
	T028N R111W SEC-0022		ALL		
	T028N R111W SEC-0027		ALL		
58193-00	STATE OF WY-0000000 T031N R114W SEC-0016	10/02/1989 BK 84 PG 614	W/2	WY	SUBLETTE
58419-00	STATE OF WYOMING 000-00700	12/02/1989 BK 86 PG 369		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T030N R112W SEC-0016	ALL			
58420-00	STATE OF WYOMING #68-00781 T030N R112W SEC-0026	12/02/1968 S/2NE	BK 66 PG 39	WY	SUBLETTE
58421-00	STATE OF WYOMING #68-00782 T030N R112W SEC-0032	12/02/1968 NESE, SWSE	BK 66 PG 393	WY	SUBLETTE
58423-00	USA WY-66121 T030N R112W SEC-0007	11/01/1968 LOTS 2, 3, 4, W/2NE, SENE, SENW, E/2W, (LESS 6 ACRES	BK 64 PG 623	WY	SUBLETTE
	T030N R112W SEC-0027	SWSE			
	T030N R112W SEC-0032	NWSE			
58424-00	USA WYW-118666 T031N R114W SEC-0006	01/01/1980 LOT 4(41.16), SWNW, NWSW, S/2S/2	BK 65 PG 382	WY	SUBLETTE
	T031N R114W SEC-0008	NE, S/2			
	T031N R114W SEC-0017	ALL			
	T031N R114W SEC-0020	ALL			
58521-00	GORDON W BRAY, ET UX T030N R112W SEC-0026	11/10/1968 W/2W, SWNW	BK 64 PG 663	WY	SUBLETTE
	T030N R112W SEC-0027	S/2NE, N/2E, SESE			
	T030N R112W SEC-0034	N/2NE, S/2NW			
58551-00	USA W-108177 T030N R112W SEC-0015	11/01/1967 NWNW	BK PG	WY	SUBLETTE
	T030N R112W SEC-0017	N/2NW (LESS 1.37 ACRES, MORE OR LESS IN			
	T030N R112W SEC-0029	W/2E/2, SENW, NESW			
58561-01	HELEN JENKINS ONEIL T030N R112W SEC-0020	12/11/1968 E/2SE	BK 65 PG 91	WY	SUBLETTE
	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE			
	T030N R112W SEC-0022	NWSW			
	T030N R112W SEC-0028	N/2N/2, S/2NW, S/2			
58561-02	MIRIAM JENKINS BAILEY T030N R112W SEC-0020	12/11/1968 E/2SE	BK 65 PG 87	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE			
	T030N R112W SEC-0022	NWSW			
	T030N R112W SEC-0026	N/2N/2, S/2NW, S/2			
59061-03	JOHN PERRY BARLOW, ET UX T030N R112W SEC-0020	12/11/1989 BK 86 PG 99 E/2SE		WY	SUBLETTE
	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE			
	T030N R112W SEC-0022	NWSW			
	T030N R112W SEC-0026	N/2N/2, S/2NW, S/2			
59062-00	BRUCE E. JONES, ET UX T025N R113W SEC-0006	11/13/1989 BK 281PR PG 582 LOTS 3(17.86), 4(17.00), 5(40.00), 7(40.00), 11(40.00)		WY	LINCOLN
59157-01	PAUL HOMER, ET UX T030N R112W SEC-0032	05/22/1990 BK 86 PG 569 S/2 SW/4		WY	SUBLETTE
59157-02	WILLIAM CHARLES CHRISTY T030N R112W SEC-0032	05/22/1990 BK 86 PG 571 S/2 SW/4		WY	SUBLETTE
59157-03	KIMBERLY S CHRISTY, ET UX T030N R112W SEC-0032	05/22/1990 BK 86 PG 567 S/2 SW/4		WY	SUBLETTE
59157-04	CATHLEEN S CHRISTY THOMAS T030N R112W SEC-0032	05/22/1990 BK 86 PG 563 S/2 SW/4		WY	SUBLETTE
59162-00	USA WYW-112869 T030N R113W SEC-0013	07/01/1988 BK N/2 NE/4 AND SE/4 NE/4	PG	WY	SUBLETTE
	T030N R113W SEC-0025	ALL			
	T030N R113W SEC-0035	N/2 AND SE/4			
	T030N R113W SEC-0036	W/2			
59195-00	USA WYW-121488 T031N R114W SEC-0012	10/01/1990 BK 86 PG 716 E2		WY	SUBLETTE
75002-00	USA WY-107088 T024N R114W SEC-0004	01/01/1988 BK LOT 13	PG	WY	LINCOLN
	T024N R114W SEC-0008	NE, SW			
	T024N R114W SEC-0017	N2, SW			
	T024N R114W SEC-0020	N2, N2S2, S2SW			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75004-00	USA WYW-122224 T025N R112W SEC-0027	11/01/1990 BK NENE, LOTS 1, 2, 6	PG	WY	LINCOLN
75025-01	ELIZABETH O BENNETT T025N R112W SEC-0005	06/01/1989 BK 291PR LOTS 9(1.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 311	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-02	DORISE E HOUSLEY T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 466	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-03	DENESE STACY T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 1343.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 398	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-04	ALVIN MARX, ET UX T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 638	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-05	ERWIN MARX, ET UX T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 483	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-06	DOROTHY J MC GINNIS, ET VIR T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 398	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-07	ELDON E MARX, ET UX T025N R112W SEC-0005	10/24/1989 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 384	WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1			
75025-09	RUBY D JETKOSKI, ET AL T025N R112W SEC-0027	06/13/1990 BK 299PR LOTS 4(21.66), 5(39.03), 9(25.66), 10(39.03), AND ALL RIPARIAN RIGHTS TO SAID LOTS, S2SW, W2SE	PG 92	WY	LINCOLN
	T025N R112W SEC-0028	LOTS 8(37.79), 9(14.07)			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75034-00	USA WYW-108319 (ROW) T026N R111W SEC-0005	12/28/1988	BK PG SESW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG SWSE, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG	WY	LINCOLN
	T026N R111W SEC-0008		NENW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG		
75035-01	BRUCE E JONES, ET UX T025N R112W SEC-0000	06/06/1990	BK 286PR PG 86 A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF NWNW OF SECTION 29, THE W/2W/2 OF SECTION 20, AND THE SWSW OF SECTION 17, AFORESAID TOWNSHIP AND RANGE, LYING EAST OF THE FOLLOWING DESCRIBED LINE (SAID LINE BEING THE WESTERLY RIGHT OF WAY BOUNDARY OF THE PROPOSED RELOCATED WYOMING STATE HIGHWAY #189): BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NWNW OF SECTION 29, WHENCE THE NW CORNER OF SAID SECTION 29 BEARS N 40 DEGREES OO' W, 1747'; THENCE ALONG A REGULAR CURVE TO THE RIGHT (THE TANGENT TO THE CURVE AT SAID POINT BEING N 39 DEGREE 58' WEST), HAVING A RADIUS OF 4407.37 FEET FOR AN ARC DISTANCE OF 4791.5'; THENCE N 22 DEGREE 39' EAST, 1346.8 FEET; THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 3744.7' FOR AN ARC DISTANCE OF 2018.2'; THENCE N 81 DEGREE 28' EAST 15 FEET TO A POINT IN SAID SWSW OF SECTION 17, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 AS NOW CONSTRUCTED, WHENCE THE SW CORNER OF SECTION 17 BEARS SOUTH 47 DEGREE 12' WEST 1661.7'	WY	LINCOLN
	T025N R112W SEC-0006		THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189		
	T025N R112W SEC-0017		THAT PORTION OF THE SWNW AND NWSW LYING WEST OF THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189; AND THAT PORTION OF THE SWSW LYING WEST OF THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189; AND NORTH OF THE ACCESS DIRT ROAD		
	T025N R112W SEC-0018		LOTS 2(17.72), 3(28.78), 6(37.38), AND THOSE PORTIONS OF THE SESW, W/2NW AND NWSW, LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189		
	T025N R112W SEC-0019		SENE, NESE, AND THAT PORTION OF THE SESE LYING NORTH OF THE ACCESS ROAD		
	T025N R112W SEC-0020		LOTS 2(20.19), 5(9.28), 9(20.12), 10(23.88), NWSE		
	T025N R112W SEC-0021		LOT 1		
	T025N R112W SEC-0027		LOT 3		
	T025N R112W SEC-0028		LOTS 3-7		
	T025N R112W SEC-0029		LOTS 1, 2, 7		
75036-02	CECIL R JONES, ET UX T025N R112W SEC-0000	06/06/1990	BK 286PR PG 89 A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			NWNW OF SECTION 29, THE W/2W/2 OF SECTION 20, AND THE SWSW OF SECTION 17, AFORESAID TOWNSHIP AND RANGE, LYING EAST OF THE FOLLOWING DESCRIBED LINE (SAID LINE BEING THE WESTERLY RIGHT OF WAY BOUNDARY OF THE PROPOSED RELOCATED WYOMING STATE HIGHWAY #189): BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NWNW OF SECTION 29, WHENCE THE NW CORNER OF SAID SECTION 29 BEARS N 40 DEGREES 00' W, 1747'; THENCE ALONG A REGULAR CURVE TO THE RIGHT (THE TANGENT TO THE CURVE AT SAID POINT BEING N 39 DEGREE 58' WEST), HAVING A RADIUS OF 4407.37 FEET FOR AN ARC DISTANCE OF 4781.6'; THENCE N 22 DEGREE 20' EAST, 1346.8 FEET; THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 3744.7' FOR AN ARC DISTANCE OF 2018.2'; THENCE N 81 DEGREE 26' EAST 16 FEET TO A POINT IN SAID SWSW OF SECTION 17, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 AS NOW CONSTRUCTED, WHENCE THE SW CORNER OF SECTION 17 BEARS SOUTH 47 DEGREE 12' WEST 1661.7'		
	T028N R112W SEC-0006		THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189		
	T028N R112W SEC-0017		LOTS 2(17.72), 3(28.79), 6(37.28), AND THOSE PORTIONS OF THE SESW, W2NW AND NWSW, LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 ***SEE SECTION 0000 FOR ACREAGE***		
	T028N R112W SEC-0018		SENE, NESE, AND THAT PORTION OF THE NENE LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, AND BOUNDED ON THE N BY THAT CERTAIN LINE AS DEEDED IN BOOK 84 PHOTOSTATIC RECORDS AT PAGE 208 IN LINCOLN COUNTY, WY		
	T028N R112W SEC-0020		THAT PORTION OF THE W2W2 LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, AND BOUNDED ON THE N BY THAT CERTAIN RIGHT OF WAY CENTER LINE AS DEEDED IN BOOK 84 PHOTOSTATIC RECORDS AT PG 208, LINCOLN CO, WY LOTS 2(28.19), 5(9.28), 9(28.12), 10(23.08), NW5E		
	T028N R112W SEC-0021		LOT 1		
	T028N R112W SEC-0027		LOT 3		
	T028N R112W SEC-0028		LOTS 3-7		
	T028N R112W SEC-0029		THAT PORTION OF THE NWNW LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, LOTS 1, 2, 7		
75044-00	USA WYW-62343 T030N R113W SEC-0006	09/01/1989	BK PG N2SE, SWSE	WY	SUBLETTE
	T030N R113W SEC-0007		NE		

[redacted] [redacted] [redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
75045-00	ARDATH E HARRISON T025N R112W SEC-0006	11/06/1980	BK 292	PG 584	WY	LINCOLN
		LOTS 4, 5, AND 6				
	T025N R112W SEC-0017	LOT 1 AND NWNE				
75046-00	USA WYW-113668 T025N R114W SEC-0001	12/01/1966	BK	PG	WY	LINCOLN
		LOTS 1-6, 8-11, 13-16, AND W/2				
	T025N R114W SEC-0002	N2, SE				
	T025N R114W SEC-0003	ALL				
	T025N R114W SEC-0034	TOWNSHIP 26 1/2N-RANGE 114W LOTS 1, 2, 3, 4				
	T025N R114W SEC-0035	TOWNSHIP 26 1/2N-RANGE 114W LOTS 3, 4				
75111-00	USA WYW-125000 T027N R112W SEC-0003	10/01/1981	BK 57	PG 720	WY	SUBLETTE
		LOTS 1, 6, 7, 10, 11				
75115-00	USA W-38615 T028N R114W SEC-0005	12/01/1970	BK	PG	WY	SUBLETTE
		SWSE E - RECORD TITLE				
75121-00	USA WY-43217 T028N R114W SEC-0003	02/01/1974	BK	PG	WY	SUBLETTE
		LOT 1				
75122-00	USA WY-6317 T028N R114W SEC-0005	07/01/1957	BK	PG	WY	SUBLETTE
		LOT 11				
75127-00	USA WY-320814 T028N R114W SEC-0004	11/01/1986	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0005	N2, N2S2, LOTS 1-4				
75171-00	STATE OF WYOMING 88-00105 T028N R113W SEC-0032	02/09/1988	BK	PG	WY	LINCOLN
		S2SW				
75173-00	USA WYW-128668 T024N R114W SEC-0007	06/01/1988	BK	PG	WY	LINCOLN
		NE				
	T024N R114W SEC-0008	NW				
	T024N R114W SEC-0021	SW				

[redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50029-00	USA EV-026178-B T030N R113W SEC-0032	08/01/1960 NENE	BK		PG	WY	SUBLETTE
50031-00	USA W-21127 T030N R113W SEC-0027 T030N R113W SEC-0034	12/31/1939 NW4, S2 N2	BK		PG	WY	SUBLETTE
50033-00	USA W-21128 T030N R113W SEC-0022	04/01/1951 SW	BK		PG	WY	SUBLETTE
50169-00	USA W-06691 T030N R113W SEC-0003 T030N R113W SEC-0004	06/01/1951 LOTS 1(40.05), 2(38.66), 3(38.95), 4(38.90) LOTS 1(38.66), 2(38.90)	BK	34	PG 174	WY	SUBLETTE
50271-00	USA W-044101 T028N R113W SEC-0017 T028N R113W SEC-0020 T028N R113W SEC-0021	10/01/1968 E2 N2 N2	BK		PG	WY	LINCOLN
57542-00	USA WYW-113640 T027N R111W SEC-0012 T027N R111W SEC-0013 T027N R111W SEC-0024	12/01/1988 N/2, E/2SW, SE N/2 N/2, SW	BK	62	PG 160	WY	SUBLETTE
57575-00	USA WYW-114226 T031N R113W SEC-0030	03/01/1979 SE, S2NE	BK		PG	WY	SUBLETTE
57607-00	MICKELSON, GORDON ET UX T031N R113W SEC-0010	11/01/1988 S2NE	BK	62	PG 289	WY	SUBLETTE
58006-00	USA WYW-116088 T031N R113W SEC-0028 T031N R113W SEC-0033	10/01/1984 NESW SENE	BK		PG	WY	SUBLETTE
58063-00	ALSADE, LTD. T031N R113W SEC-0029	09/09/1988 EXISTING ACCESS ROAD LOCATED: SWSE, NWSW, SWNW EITHER SIDE OF CENTERLINE, FOR THE PURPOSE OF INGRESS AND EGRESS ONLY	BK		PG	WY	SUBLETTE
58187-00	USA W-117885	11/01/1988	BK	64	PG 887	WY	SUBLETTE

[redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T031N R113W SEC-0020	NESW, S/2SW, N/2SE, SWSE					
	T031N R113W SEC-0021	SWNW, NESW, W/2SE					
	T031N R113W SEC-0028	N/2NW					
78048-00	USA W-107067 T028N R114W SEC-0024	02/01/1988	BK		PG	WY	SUBLETTE
		LOTS 1-12, W/2					
75256-00	USA EV-023766 T028N R113W SEC-0020	12/01/1947	BK	31	PG 429	WY	SUBLETTE
		SWSW					
75257-00	USA EV-022879 T028N R113W SEC-0019	07/01/1947	BK	30	PG 545	WY	SUBLETTE
		LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17					
75258-00	USA EV-023328 T028N R113W SEC-0030	10/01/1948	BK	33	PG 637	WY	SUBLETTE
		N2NE					
75259-00	USA EV-023553 T028N R113W SEC-0030	05/01/1948	BK	33	PG 193	WY	SUBLETTE
		S2NE					
75260-00	USA WY-01466 T028N R113W SEC-0018	02/01/1950	BK	34	PG 83	WY	SUBLETTE
		LOTS 11, 12, 13, 14, 15, 16, 17, 18, (W2SE)					
75237-00	ST WY-66-00117 T028N R112W SEC-0016	02/02/1966	BK	238	PG 470	WY	LINCOLN
		NW, NWNE, S2NE, S2					

EXTENSION/TOP LEASE OF OIL AND GAS LEASE

County of Sublette §
§
State of Wyoming §

THIS EXTENSION/TOP LEASE of oil and gas lease, is executed by High Mountain Ranches, Inc. (the "Lessor") as of the date set forth in the acknowledgment below;

WITNESSETH:

WHEREAS, High Mountain Ranches, Inc., as Lessor, and Starwood, Inc., as Lessee, entered into a Corrected Oil and Gas Lease dated December 16, 1993, which is recorded in Book 101, Page 259 of the Oil and Gas Records of Sublette County, Wyoming (the "Lease"), and which pertains to the following described lands:

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

(the "Lands"); and

WHEREAS, Starwood, Inc. committed the Lease to an agreement with Aztec Energy Corporation and assigned the leasehold on a portion of the Lands covered by the Lease to Aztec Energy Corporation, effective as of May 11, 1998, and

WHEREAS, the primary term of this Lease has expired, but the Lease is being perpetuated beyond its primary term by virtue of its inclusion in the Green Piney Unit (No. WYW132749X) and is subject to termination upon termination of the Green Piney Unit; and

WHEREAS, Lessor desires to extend the term of the Lease as hereinafter set forth as to that portion of the Lands subject to the Lease presently owned by Aztec Energy Corporation and to grant a top lease to Aztec Energy Corporation as to the remaining portion of the Lands covered by the Lease.

NOW, THEREFORE, for ten ($10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby extends the term of the Lease through May 29, 2001, and grants, demises, leases and lets all of the Lands to Aztec Energy Corporation, as extension Lessee, and Aztec's successors and assigns, upon the terms of the Lease, with the same tenor and effect as if the extended term and extension Lessee had been originally expressed in the Lease, for the extended term and as long thereafter as oil, gas, casinghead gas or other liquid or gaseous hydrocarbons are produced from any well on the Lands covered by the Lease or the Lease is otherwise extended by operations, rental payments, other payments or activities as provided for therein.

THE EXTENSION shall be effective as of the date of this instrument and the top lease shall be effective and vest in possession upon the termination of the existing Lease.

High Mountain Ranches, Inc.
A Wyoming Corporation:

By: _____
President

County of Fairfield §
§
State of CT §

On this 10 day of May, 1999, before me appeared Leon C Hirsch, to me personally known, who, being by me duly sworn, did say that he is the President of High Mountain Ranches, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

8/31/99

_____
Notary Public
State of CT

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

273185

RECORDED May 18 1999 9:00a.m.
IN BOOK 111 O+G PAGE 434
FEES $ 8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locke

K:\DCP\AZTEC\Pinedale Prosp\Lessors\HMRextension(2).ext

[redacted] [redacted] [redacted]

EXHIBIT "A"
to that certain Extension/Top Lease of Oil and Gas Lease

Township 32 North, Range 111 West, 6th P.M.

Section 22: SW/4 & SW/4SE/4
Section 25: W/2NW/4, N/2SW/4 & SE/4SW/4
Section 26: NE/4, N/2SE/4, SE/4SW/4, N/2SW/4 & SW/4NW/4
Section 27: N/2NE/4 & W/2
Section 28: E/2NE/4, SW/4NE/4 & NE/4SE/4

Township 31 North, Range 111 West, 6th P.M.

Section 1 and 12: a tract of land in NE/4NW/4 of Section 12 and in SE/4SW/4 of Section 1 described in M & B in BK 6 of Warranty Deeds, Pg. 306, containing 2 acres, more or less.
Section 11: SW/4
Section 14: N/2NW/4 & SW/4NW/4
Section 15: NW/4 & SE/4NE/4

All of the above lands containing 1842 gross acres, more or less.

SIGNED FOR IDENTIFICATION

Attest:

By: _____

High Mountain Ranches, Inc.

By: _____

K:\DCP\AZTEC\Pinedale Prosp\Lessors\HMRextension(2).ext

CORRECTION ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Correction Assignment is made effective as of May 11, 1998, from Starwood, Inc., a Texas corporation ("Starwood"), 100 Elk Run Drive, Suite 215, P. O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR was the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas leases to the extent they cover the lands described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Leases"); and

WHEREAS, ASSIGNOR did assign to ASSIGNEE, by virtue of that certain Assignment of Oil and Gas Leases dated May 11, 1998, recorded in Book 107 O&G, Page 644, Sublette County, Wyoming, and that certain Assignment of Oil and Gas Leases dated September 1, 1998, recorded in Book 108 O&G, Page 535, Sublette County, Wyoming (hereinafter referred to as the "Assignments"), all of ASSIGNOR's right, title and interest in and to the Subject Leases to the extent they cover the lands described on Exhibit "A", and reserved an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases and seventy five percent (75%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Leases (the "Overriding Royalty").

WHEREAS, ASSIGNOR and ASSIGNEE herein desire to correct and amend the aforementioned two Assignments to reduce the Overriding Royalty retained by ASSIGNOR to be equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Leases.

NOW THEREFORE, 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, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the Subject Leases, but only to the extent they cover the lands described on the attached Exhibit "A", EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases as of the Effective Date of this Correction Assignment and eighty percent (80%) of all the oil, gas and associated

273186

RECORDED May 18 1999 M 9:00 A
IN BOOK 111 045 PAGE 436
FEES $ 24.50
SUBLETTE COUNTY, PINEDALE WYOMING

K:\DATA\AZTEC\HOLLOWAY\Assignments\Correction Asst.ast

substances produced, saved and marketed from the Subject Leases. The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Correction Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to the Subject Leases. Such Overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Leases. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no obligation, express or implied to the Overriding Royalty Owners to explore or develop the Subject Leases. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Leases, whether by ASSIGNEE or an entity affiliated by organization or contract.

PROVIDED HOWEVER, that this Correction Assignment is made and shall in all respects be subject to the following:

1. That certain Letter Agreement dated effective May 11, 1998, as amended, by and between ASSIGNOR and ASSIGNEE ("Letter Agreement");

2. The terms and provisions of the Subject Leases including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of this Correction Assignment;

3. Any existing unit agreements, as amended, covering the Subject Leases;

4. This Correction Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. This Correction Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Leases.

This Correction Assignment replaces, supersedes and shall for all purposes be substituted for the prior Assignments described above.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Correction Assignment on the date set forth hereunder, but effective for all purposes as of May 11, 1998.

ASSIGNEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

ASSIGNOR:

STARWOOD, INC.

By: _____
Don R. Holloway
Its: President

STATE OF COLORADO §
§
COUNTY OF Pitkin §

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

My Commission Expires:

February 19, 2003

_____
NOTARY PUBLIC, State of Colorado

Rebecca S. McDaniel
(Printed Notary Name)

STATE OF ~~TEXAS~~ Colorado §
§
COUNTY OF ~~BEXAR~~ Pitkin §

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

February 19, 2003

_____
NOTARY PUBLIC, State of Texas

Rebecca S. McDaniel
(Printed Notary Name)

EXHIBIT "A"
Attached to and made a part of that Correction Assignment of Oil and Gas Leases
between Starwood, Inc. and Aztec Energy Corporation effective May 11, 1998

Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
Green Piney	54	4021.91	Miller, Joan R	12/12/93	Starwood, Inc	32N-111W Sec. 7: Lots 3,4, E/2SW, S/2NE Sec. 8: W/2SW, SESW Sec. 17: SW, W/2NE/4, SENE Sec. 18: NESW, NE Sec. 20: NE Sec. 21: SW, W/2NE, SENE Sec. 28: NWNE	Bk 96, P 156
Green Piney	54	4021.91	Robinson, Cornelia M Trust	12/12/93	Starwood, Inc	same as above	Bk 96, P 172
Green Piney	54	4021.91	Pinson, Marian G	7/30/93	Starwood, Inc	same as above	Bk 94, P 92
Green Piney	54	4021.91	Allen, Beverly, et vir	8/2/93	Starwood, Inc	same as above	Bk 93, P 412
Green Piney	54	4021.91	Meeks, Mary M Trust	12/12/93	Starwocd, Inc	same as above	Bk 96, P 165
Green Piney	54	4021.91	Martin, Jackie Mae and R Wilson	7/30/93	Starwood, Inc	same as above	Bk 94, P 198
Green Piney	54	4021.91	Gildea, Vernon J. et ux	12/12/93	Starwood, Inc	same as above	Bk 96, P 144
Green Piney	54	4021.91	Fury, Barbara and Tom	8/2/93	Starwood, Inc	same as above	Bk 93, P 400
Green Piney	54	4021.91	Conwell, Margaret E Trust B	12/15/93	Starwood, Inc	same as above	Bk 96, P 529
Green Piney	54	4021.91	Bennett, Vernon and Linda	8/2/93	Starwood, Inc	same as above	Bk 93, P 406
Green Piney	54	4021.91	Barp, George L and Edith L	12/12/93	Starwood, Inc	same as above	Bk 96, P 149
Green Piney	54	5218.30	O'Neill, Sue L	7/1/94	Starwood, Inc	32N-111W Sec. 7: Lot 3(37.30), Lot 4(37.32), E/2SW, S/2NE Sec. 8: W/2SW, SESW	Bk 98, P 233

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Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
						Sec. 17: SW, W/2NE, SENE Sec. 18: NESW, NE Sec. 20: NE Sec. 21: SW, W/2NE, SENE Sec. 28: NWNE	
Green Piney	55	1842.00	High Mountain Ranches, Inc	12/16/93	Starwood, Inc	32N-111W Sec. 22: SW Sec. 25: N/2SW & SESW Sec. 26: NE, SESW, N/2SW Sec. 27: N/2NE, SW Sec. 28: E/2NE, SWNE	Bk 101, P 259
Green Piney	56	2196.47	Sanford, Thomas K and Sharon R.	7/28/93	Starwood, Inc	32N-111W Sec. 26: SWSW Sec. 27: S/2NE Sec. 34: NE Sec. 35: SENE, W/2NE, SW	Bk 96, P 409
Green Piney	56	2196.47	Carrick, Deborah C, et vir	7/28/93	Starwood, Inc	same as above	Bk 93, P 394
Green Piney	56	2196.47	Newcomb, John D	8/26/93	Starwood, Inc	same as above	Bk 96, P 54
Green Piney	56	2036.47	Child, Doyle F and Elaine C	2/28/94	Starwood, Inc.	32N-111W Sec. 26: SWSW Sec. 27: S/2NE Sec. 34: NE Sec. 35: SENE, W/2NE, SW	Bk 96, P 406

Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
Green Piney	56	2036.47	Frome, Ted C and Betty B	2/28/94	Starwood, Inc	same as above	Bk 96, P 403
Green Piney	56	2036.47	Goodman, Richard L and Beverly	2/28/94	Starwood, Inc	same as above	Bk 96, P 400
Alpine	61	1,856.61	Bloom, Magdaline	11/11/93	Starwood, Inc	31N-110W Sec. 4: W/2SW Sec. 5: SWNE, S/2NW, S/2 Sec. 6: SENE, E/2SE Sec. 7: E/2NE Sec. 8: E/2, SW, W/2NW Sec. 9: W/2W/2, E/2SW, SWSE Sec. 16: Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW	Bk 96, P 65
Alpine	61	1,856.61	Higgins, J Marlin and Mary K	11/11/93	Starwood, Inc	same as above	Bk 96, P 62
Alpine	61	1,856.61	Higgins, Ted Lance	11/11/93	Starwood, Inc	same as above	Bk 104, P 365
Alpine	61	1,856.61	Wilcox, Leslie F and Sharon L	11/11/93	Starwood, Inc	same as above	Bk 96, P 128
Alpine	60	1,556.03	Luman, Doris B.	8/10/93	Starwood, Inc.	32N-110W Sec. 27: W/2NW Sec. 28: SE/4 Sec. 33: NWSE	Bk 93, P 353
		360.00	Larry W. Hubbard, et al.	3/1/97	Starwood, Inc.	33N-110W Sec. 15: NW	Bk 104, P 349

441

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of December 31, 1998, from Starwood, Inc., a Texas corporation ("Starwood"), 100 Elk Run Drive, Suite 215, P. O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas lease as it covers the lands described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Lease"); and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Subject Lease as provided herein, but only to the extent that the Subject Lease covers the lands described on the attached Exhibit "A".

NOW THEREFORE, 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, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title and interest in and to the Subject Lease, but only to the extent that it covers the lands described on the attached Exhibit "A".

EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Lease as of the Effective Date of this Assignment and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease (the "Overriding Royalty"). The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to each of the Subject Leases. Such Overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Lease. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no obligation, express or implied to the Overriding Royalty Owners to explore or develop the Subject Lease. The

273187

RECORDED May 18 1999 8:00 AM
IN BOOK 111 Of6 PAGE 442
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scott

K:\DCP\AZTEC\HOLLOWAY\Assignments\Option 1 Asst.ast

Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Lease, whether by Assignee or an entity affiliated by organization or contract.

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. That certain Letter Agreement dated effective May 11, 1998, as amended, by and between ASSIGNOR and ASSIGNEE;

2. The terms and provisions of the Subject Lease including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of this Assignment;

3. Any existing unit agreements, as amended, covering the Subject Lease;

4. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Lease is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Lease.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of December 31, 1998.

ASSIGNOR:

STARWOOD, INC.

By: _____
Don R. Holloway
Its: President

STATE OF COLORADO §
§
COUNTY OF Pitkin §

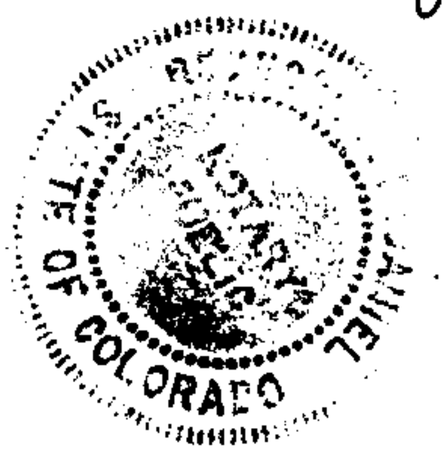
The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Rebecca S. McDaniel
NOTARY PUBLIC, State of Colorado

My Commission Expires:

February 19, 2003

Rebecca S. McDaniel
(Printed Notary Name)



After recording, return to Assignee's Address:

Attn: Chrissy Vance
Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, Texas 78209

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases
between Starwood, Inc. and Aztec Energy Corporation effective as of May 11, 1998

Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
Alpine Tech	60	1,556.03	Luman, Doris B.	8/10/93	Starwood, Inc.	32N-110W Sec. 21: E/2NE, NESE, W/2SE Sec. 28: NE/4, SESW Sec. 33: E/2NW, SWNW	Bk 93, P 353

Shh

CORRECTION ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Correction Assignment is made effective as of May 11, 1998, from Starwood, Inc., a Texas corporation ("Starwood"), 100 Elk Run Drive, Suite 215, P. O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR was the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas lease to the extent it covers the lands described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Lease"); and

WHEREAS, ASSIGNOR did assign to ASSIGNEE, by virtue of that certain Assignment of Oil and Gas Leases dated September 1, 1998, recorded in Book 108 O&G, Page 535, Sublette County, Wyoming (hereinafter referred to as the "Assignment"), all of ASSIGNOR's right, title and interest in and to the Subject Lease to the extent it covered the lands described on Exhibit "A", and reserved an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Lease and seventy five percent (75%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease (the "Overriding Royalty").

WHEREAS, ASSIGNOR and ASSIGNEE herein desire to correct and amend the aforementioned Assignment to reduce the Overriding Royalty retained by ASSIGNOR to be equal to the following: 1)the difference, if any, between the total before payout net revenue interest attributable to the working interest in the Subject Lease and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease, and 2)the difference, if any, between the total after payout net revenue interest attributable to the working interest in the Subject Lease and seventy seven and one-half percent (77.50%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease.

NOW THEREFORE, 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, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the Subject Lease, but only to the extent it covers the lands described on the attached Exhibit "A", EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the following: 1)the difference, if any,

273188

RECORDED Mar 18 1999 8:00A M
IN BOOK 111 O&G PAGE 446 K:\DC\AZTEC\HOLLOWAY\Assignments\Corr.Asst(Grindstone OGL).ast
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Jacobs

between the total before payout net revenue interest attributable to the working interest in the Subject Lease as of the Effective Date of this Correction Assignment and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease, and 2)the difference, if any, between the total after payout net revenue interest attributable to the working interest in the Subject Lease as of the Effective Date of this Correction Assignment and seventy seven and one-half percent (77.50%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease.

The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Correction Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a before payout net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) and an after payout net revenue interest attributable to the working interest conveyed herein equal to seventy seven and one-half percent (77.50%) with respect to the Subject Lease, payout being defined in the Subject Lease. Such Overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Lease. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Lease. ASSIGNEE shall have no obligation, express or implied to the Overriding Royalty Owners to explore or develop the Subject Lease. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Lease, whether by ASSIGNEE or an entity affiliated by organization or contract.

PROVIDED HOWEVER, that this Correction Assignment is made and shall in all respects be subject to the following:

1. That certain Letter Agreement dated effective May 11, 1998, as amended, by and between ASSIGNOR and ASSIGNEE ("Letter Agreement");

2. The terms and provisions of the Subject Lease including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of this Correction Assignment;

3. Any existing unit agreements, as amended, covering the Subject Lease;

4. This Correction Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Lease is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. This Correction Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Lease.

This Correction Assignment replaces, supersedes and shall for all purposes be substituted for the prior Assignment described above.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Correction Assignment on the date set forth hereunder, but effective for all purposes as of May 11, 1998.

ASSIGNEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

ASSIGNOR:

STARWOOD, INC.

By: _____
Don R. Holloway
Its: President

STATE OF COLORADO §
§
COUNTY OF Pitkin §

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Rebecca S. McDaniel
NOTARY PUBLIC, State of Colorado

My Commission Expires:

February 19, 2003

Rebecca S. McDaniel
(Printed Notary Name)

STATE OF ~~TEXAS~~ Colorado §
§
COUNTY OF ~~BEXAR~~ Pitkin §

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Rebecca S. McDaniel
NOTARY PUBLIC, State of Texas

My Commission Expires:

February 19, 2003

Rebecca S. McDaniel
(Printed Notary Name)



EXHIBIT "A"
Attached to and made a part of that Correction Assignment of Oil and Gas Lease
between Starwood, Inc. and Aztec Energy Corporation effective May 11, 1998

Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
		12,096.88	Grindstone Cattle Co., et al.	3/1/97	Starwood, Inc.	33N-110W Sec. 16: NW, SE Sec. 21: SE Sec. 22: NW Sec. 27: NW Sec. 34: NW Sec. 34: NW	Bk 104, P 685

K:\DCP\AZTEC\HOLLOWAY\Assignments\Exhibit A to Corr.Asst (GrindOGL).exa

[redacted] [redacted] [redacted]

CORRECTION ASSIGNMENT

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

IN REFERENCE TO THAT certain Assignment of Oil and Gas Lease executed the 20th day of December. 1996, but effective as of the 1st day of December, 1996, by and between EDWARD H. JUDSON, P.O. Box 3340, Midland, Texas 79702-3340, as Assignor, and JUDSON OPERATIONS, LTD., P.O. Box 3340, Midland, Texas 79702-3340, as Assignee, recorded in Vol. 104, Page 427 of the Oil and Gas Records of Sublette County, Wyoming, this Assignment shall serve to clarify and correct said assignment as to the following properties in Sublette County, which were incorrectly described on the exhibit to the above-referenced Assignment. The description of properties assigned on the original assignment read:

T27N, R112W, Sec. 113 E/2 W/2, Section 24 NE/4 NW/4.

Where it should have read:

East half of the west half (E/2W/2) of Section 13, Township 27 North, Range 112 West, and the Northeast quarter of the northwest quarter (NE/4NW/4) of Section 24, Township 27 North, Range 112 West;

Northwest quarter (NW/4) of Section 13, Township 27 North, Range 112 West;

Southwest quarter (SW/4) of Section 24, Township 27 North, Range 112 West.

For valuable consideration Assignor hereby assigns, grants, conveys and quit claims unto Assignee the above properties as well as any and all additional working and leasehold interests owned by Edward H. Judson located in the above county, whether said properties are referenced in this Correction Assignment or not, together with a like interest in and to all personal property and equipment situated therein or thereon, and used or obtained in connection therewith.

This Correction Assignment is expressly made subject to the terms, provisions and covenants of the oil and gas leases described above, to all intervening assignments thereof and to all other instruments of record pertinent thereto and is made without warranty of title, express or implied.

IN WITNESS WHEREOF, this Correction Assignment is executed this the 11th day of May, 1999, but shall be effective for all purposes as of the 1st day of December, 1996 at 7:00 a.m. CST.

ASSIGNOR

Edward H. Judson
Edward H. Judson

RECORDED May 18 1999 M
IN BOOK 110 P PAGE 451
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

12:55P

ASSIGNEE

By: Judson Operations, Ltd.
Judson Development Corporation,
General Partner

Edward H Judson
Edward H. Judson, President

STATE OF TEXAS }
}
COUNTY OF MIDLAND }

273197

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Edward H. Judson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of May, 1999.

PAULA GRIMMES
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/22/2001

Paula Grimmes
Notary Public
State of Texas

CORRECTING ASSIGNMENT OF MINERAL INTEREST

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

WHEREAS, that certain Assignment of Mineral Interest between HELEN MUNSON DONALDSON as Assignor and ~~TOM~~ RAY E. McNUTT as Assignee, H.M.D. dated March 3, 1999 and recorded in Book 110, Page 496, of the Records of Sublett County, Wyoming was intended to be between HELEN MUNSON DONALDSON, TRUSTEE of the HELEN MUNSON DONALDSON LIVING TRUST as Assignor and ~~TOM~~ RAY E. McNUTT as Assignee. H.M.D.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to her, the receipt of which is hereby acknowledged, Helen Munson Donaldson, Trustee of the Helen Munson Donaldson Living Trust, 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, (Tax ID No. 466-51-5440), whose address is C/O MRS. CHARLES BISHOP, 540 INDIAN CREEK DRIVE, TROPHY CLUB TEXAS 76262 , 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 and 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 7th day of May, 1999.

273217 11:00a

RECORDED May 19 1999 M
IN BOOK 111 016 PAGE 452
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

ASSIGNOR

Helen Munson Donaldson Trustee
Helen Munson Donaldson, Trustee
Helen Munson Donaldson Living Trust

By Cathy Booton

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 7th day of May, 1999 by Helen Munson Donaldson as Trustee of the Helen Munson Donaldson Living Trust.

NOTARY PUBLIC STATE OF TEXAS
BARBARA HILTY
Notary Public, State of Texas
My Comm. Expires 10/08/00

My Commission expires

Barbara Hilty
Notary Public
State of Texas

454

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.
WYW118150

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 *
   Street: HS Resources, Inc.
   City, State, ZIP Code: 1999 Broadway, Suite 3600, Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	d	e	f
Township 27 North, Range 108 West Section 24: All Section 29: S/2 Section 30: Lots 1-4, E/2, E/2W/2 (All) Section 31: Lots 1-4, E/2, E/2W/2 (All) Section 32: S/2 containing 2,541.79 acres Sublette County, Wyoming	100%	30%	70%	None	None

273273

RECORDED May 24 1999 2:30 PM
IN BOOK 111 O+G PAGE 454
FEES $8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

99 MAY 13 AM 9:09
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

FOR BLM USE ONLY –DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective FEB 01 1999

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

☑ Assignment approved for attached land description See segregation Attachment

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

Chief, Leasable Minerals Section (Title) MAR 18 1999 (Date)

FOR ASSIGNEE

[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)
)
COUNTY OF DENVER)

On this 30th day of November, 1998, before me personally appeared David R. Dix, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Westport Oil and Gas Company, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said David R. Dix acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My commission expires: March 7, 2000

Rhonda C. Holtgreive
Notary Public
410 17th Street, Suite 2300
Denver, CO 80202

RHONDA C. HOLTGREIVE NOTARY PUBLIC STATE OF COLORADO

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 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 30th day of November, 1998.

Name of Assignor as shown on current lease

Westport Oil and Gas Company, Inc.

Assignor or Attorney in-fact

David R. Dix, Attorney-in-Fact

410 17th Street, Suite 2300
(Assignor's Address)

Denver, CO 80202-4436
(City) (State) (Zip Code)

Executed this 7th day of December, 1998.

HS Resources, Inc.

Assignee or Attorney-in-Fact

Janet W. Pasque, Attorney-in-Fact

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

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

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

456

WY-0219-00

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 NOV 23 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-114038

Lease Effective Date
(Anniversary Date)
11/1/88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Holmes P. McLish
633-17th Street, Ste. 1910
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH - RANGE 109 WEST, 6th P.M. Section 3: Lot 1, SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4 Section 4: SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4 Section 9: SW/4NE/4, SW/4NW/4 Section 10: SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4 containing 600.23 acres, more or less situate in Sublette County, Wyoming	100%	40%	60%	0	4.5%

273385

RECORDED June 2 1999 11:15A M
IN BOOK 111 Oth6 PAGE 456
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Laxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

☐ Assignment approved for above described lands;

Assignment approved effective DEC 1 1998

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

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section APR 29 1999
(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.

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 5TH day of OCTOBER, 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

M. Colleen Yorgin

M. Colleen Yorgin
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

M. COLLEEN YORGIN
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/10/2002

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 5TH day of October, 19 98

Name of Assignor as shown on current lease HS RESOURCES, INC.
Please type or print

Assignor
or
Attorney-in-fact X Janet W. Pasque (Signature)
(Signature) Janet W. Pasque

1999 Broadway, Ste. 3600
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 19TH day of NOVEMBER, 1998

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

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

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

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

*U.S. Government Printing Office: 1991 — 573-016/28062

458

WY-0218-00

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 NOV 23 AM 9:00
RECEIVED
CHEYENNE, WYOMING
MAY - 7 1999

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

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

Lease Serial No.
WYW-113413

Lease Effective Date
(Anniversary Date)
10/1/88

New Serial No.

Type or print plainly in ink and sign in ink.

RESOURCES, INC.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Holmes P. McLish
633-17th Street, Ste. 1910
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH - RANGE 109 WEST, 6th P.M. Section 13: NE/4. containing 160.00 acres, more or less situate in Sublette County, Wyoming	100%	40%	60%	0	4.5%

273386

RECORDED June 2 1999 11:15 M
IN BOOK 111 O+G PAGE 458
FEES $8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 1 1998

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

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

Chief, Leasable Minerals Section
(Title)

APR 29 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.

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 5TH day of OCTOBER, 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

M. Colleen Yorgin

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

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 5th day of October, 19 98

Name of Assignor as shown on current lease HS RESOURCES, INC.
Please type or print

Assignor or Attorney-in-fact Janet W. Pasque (Signature) Janet W. Pasque (Signature) Janet W. Pasque

1999 Broadway, Ste. 3600
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 19TH day of NOVEMBER, 1998

Assignee or Attorney-in-fact [redacted] (Signature)

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

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

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

*U.S. Government Printing Office: 1991 — 573-018/20062

Producers 88
Rocky Mountain 1999
(Paid-Up Rev. 1996)

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 26th day of April 19 99 by and between

Circle Cattle Company Limited Partnership, a Wyoming Limited Partnership

of 311 Mickelson Lane, Box 190, Big Piney, WY 83113, 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, 11:45A, State of Wyoming, described as follows, to-wit:

RECORDED June 2 1999 M
IN BOOK 110 PAGE 410
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Sandra Pond

273390

TOWNSHIP 31 NORTH, RANGE 113 WEST
Section 17: S½SE¼

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 80.00 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal ~~one-eighth (1/8)~~ seventeen percent (17%) 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)~~ seventeen percent (17%) of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth (1/8)~~ seventeen percent (17%) 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 Community First Bank, at 440 Budd Avenue, Big Piney, WY 83113 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations ~~to growing crops~~ on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby ~~warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

CIRCLE CATTLE COMPANY LIMITED PARTNERSHIP

Gordon M. Mickelson

Gordon M. Mickelson, General Partner

Margaret G. Mickelson

Margaret Mickelson, Secretary/Treasurer

STATE OF WYOMING
} ss.
COUNTY OF SUBLETTE

INDIVIDUAL

On this 26th day of April, 19 99, before me personally appeared Gordon M. Mickelson General Partner, and Margaret Mickelson the Secretary/Treasurer of Circle Cattle Company Limited Partnership

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 26th day of April, 19 99.

My commission expires: 4-9-02

Sallie Waters

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

Notary Public for the State of Wyoming residing at Big Piney, Wyoming

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

462

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 MAY 19 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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 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	12.5% x 8/8 ORRI	5.0% x 8/8 ORRI	7.5% x 8/8 ORRI	--	--

273403

RECORDED June 3 1999 9:35A M
IN BOOK 111 O+G PAGE 462
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

***It is Transferee's intent, by its acceptance of this transfer, that the 5% overriding royalty interest conveyed herein shall merge into the existing operating rights of Transferee burdened thereby, and that such overriding royalty shall hereafter be extinguished. This transfer is effective September 1, 1998 as between the parties.**

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this _____ day of _____, 19 ____

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R. Holloway (Signature)

or Don R. Holloway President

Attorney-in-fact _____
(Signature)

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

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

Executed this 7 day of December, 19 98

Aztec Energy Corportion

Transferee Dan C. Perry

or Dan C. Perry (Signature) President

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 (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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAY 19 AM 9:00
RECEIVED
CHEYENNE, WYOMING

STATE OF ~~COLORADO~~ TEXAS §
§
COUNTY OF ~~PITKIN~~ Bexar §

The foregoing instrument was acknowledged before me this 13th day of January, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Colorado

My Commission Expires:

5-30-2000

CHRISTINA C VANCE
(Printed Notary Name)

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAY 19 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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 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	12.5% x 8/8 ORRI	5.0% x 8/8 ORRI	7.5% x 8/8 ORRI	--	--

273404
RECORDED June 3 1999 9:35 AM
IN BOOK 111 Opt 6 PAGE 465
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

***It is Transferee's intent, by its acceptance of this transfer, that the 5% overriding royalty interest conveyed herein shall merge into the existing operating rights of Transferee burdened thereby, and that such overriding royalty shall hereafter be extinguished. This transfer is effective September 1, 1998 as between the parties.**

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.

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 [illegible] (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 _____ day of _____, 19 _____

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R Holloway
or Don R. Holloway (Signature) President

Attorney-in-fact _____
(Signature)

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

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

Executed this 7 day of December, 19 98

Aztec Energy Corportion

Transferee Dan C Perry
or Dan C. Perry (Signature) President

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 (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]

DEPARTMENT OF THE INT.
BUREAU OF LAND MANAGEMENT
99 MAY 19 AM 9:00
RECEIVED
CHEYENNE, WYOMING

STATE OF ~~COLORADO~~ TEXAS §
§
COUNTY OF ~~PITKIN~~ BEXAR §

The foregoing instrument was acknowledged before me this 13th day of January, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Christina C. Vance
NOTARY PUBLIC, State of Colorado

My Commission Expires:

5-30-2000

CHRISTINA C. VANCE
(Printed Notary Name)

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

468

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAY 19 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
CASPER, 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)*
   Street: Aztec Energy Corporation
   City, State, ZIP Code: 7801 Broadway, Suite 200, 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:

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 Land Description	Percent of Interest: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f Previously reserved or conveyed
Township 32 North, Range 110 West o Section 22: SE/4 o Section 23: SE/4 o Section 26: NW/4, SE/4 covering 640.00 acres, more or less, out of Sublette County, WY	12.5% x 8/8 ORRI	5.0% x 8/8 ORRI	7.5% x 8/8 ORRI	-- 273405	--

RECORDED June 3 1999 9:35 M
IN BOOK 111 Oil6 PAGE 468
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

***It is Transferee's intent, by its acceptance of this transfer, that the 5% overriding royalty interest conveyed herein shall merge into the existing operating rights of Transferee burdened thereby, and that such overriding royalty shall hereafter be extinguished. This transfer is effective September 1, 1998 as between the parties.**

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.

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 of 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 _____ day of _____, 19 _____

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R. Holloway
or Don R. Holloway (Signature) President
Attorney-in-fact _____
(Signature)

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

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

Executed this 1 day of December, 19 98

Aztec Energy Corportion

Transferee Dan C. Perry
or Dan C. Perry (Signature) President
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 (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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 MAY 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

STATE OF COLORADO ~~TEXAS~~ §
§
COUNTY OF PITKIN ~~BEXAR~~ §

The foregoing instrument was acknowledged before me this 13th day of January, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Christina C. Vance
NOTARY PUBLIC, State of Colorado

My Commission Expires:

5-30-2000

CHRISTINA C VANCE
(Printed Notary Name)

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAY 19 AM 9:00
RECEIVED
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 (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	12.5% x 8/8 ORRI	5.0% x 8/8 ORRI	7.5% x 8/8 ORRI	--	--

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.

273406

RECORDED June 2 1999 9:35 AM
IN BOOK 111 O+G PAGE 471
FEES $ 10.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sate

***It is Transferee's intent, by its acceptance of this transfer, that the 5% overriding royalty interest conveyed herein shall merge into the existing operating rights of Transferee burdened thereby, and that such overriding royalty shall hereafter be extinguished. This transfer is effective September 1, 1998 as between the parties.**

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.

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 _____ day of _____, 19 _____

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R Holloway
or Don R. Holloway (Signature) President

Attorney-in-fact _____
(Signature)

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

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

Executed this 7 day of December, 19 98

Aztec Energy Corportion

Transferee Dan C Perry
or Dan C. Perry (Signature) President

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 (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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAY 19 AM 9:00
RECEIVED
EVANSTON, WYOMING

STATE OF COLORADO (Texas) §
§
COUNTY OF PITKIN (Bexar) §

The foregoing instrument was acknowledged before me this 13th day of January, 1999, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Colorado

My Commission Expires:

5-30-2000

CHRISTINA C. VANCE
(Printed Notary Name)

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

474

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 93-00133 **Assignment Approval Date -** MAR 23 1999

ASSIGNOR, with name and address at, Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112

being the owner of 100 percent
(Type Interest: ~~Leasehold~~ Operating Rights ~~Sublease~~)
interest in this lease, described in particular if less than the total leasehold as: NE/4 Sec. 16, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 160.00 acres, more or less, and this Assignment covers and is effective only as to those depth and zones below the base of the Fort Union Formation, which is defined as the depth of 8,100 feet on the logs of the Ultra #2-16 Daniel Well, located in the NW/4 NE/4 of Section 16, Township 33 North, Range 111 West, Sublette County, Wyoming.

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

1) ASSIGNEE, with name and address at: Shama Zoe Limited Partnership
6400 S. Fiddler's Green Circle
Plaza Tower One, Suite 1977
Englewood, CO 80111

Operating Rights
100 percent interest in the ~~total leasehold~~, or as described in particular above, without segregation of lease.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

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.

273430
273430 8:35A

RECORDED June 7 1999 M
IN BOOK III 016 PAGE 474
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

and reserving unto ASSIGNOR, (none)

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 #* 93-00133 *assignment dated* _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

[redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 22 day of February 19 99.

ASSIGNOR -	Assignee (1) -
ULTRA RESOURCES, INC.	SHAMA ZOE LIMITED PARTNERSHIP
By - R. G. "Jerry" Albertus, President	By - Gilman A. Hill, General Partner
Title -	Title -

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

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 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.

476

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of December 31, 1998, from Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership ("Shama Zoe"), Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado 80111 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to that certain oil and gas lease as it covers the lands described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Lease"); and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Subject Lease as provided herein, but only to the extent that the Subject Lease covers the lands described on the attached Exhibit "A".

NOW THEREFORE, 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, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title and interest in and to the Subject Lease, but only to the extent that it covers the lands described on the attached Exhibit "A".

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. That certain Agreement effective as of October 5, 1998, by and between ASSIGNOR and ASSIGNEE ("Agreement");

2. The terms and provisions of the Subject Lease including, but not limited to, both landowner's royalty and any overriding royalties or burdens existing of record prior to the effective date of this Assignment;

3. Any existing unit agreements, as amended, covering the Subject Lease;

4. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject

273431

RECORDED June 7 1999 8:35 AM
IN BOOK 111 O+G PAGE 476
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sackett

K:\DCP\AZTEC\ALPINE\Assignments\Luman OGL Asst.ast

Lease is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Lease.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of December 31, 1998.

ASSIGNOR:

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 30th day of April, 1999, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Lisa D. Garcia
NOTARY PUBLIC, State of Texas

My Commission Expires:
July 01, 2002

LISA D. GARCIA
(Printed Notary Name)

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

Return to: Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, Texas 78209

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Lease
between Aztec Energy Corporation and
Shama Zoe Limited Partnership, effective as of December 31, 1998

Property Name	Tract	Lease Gross Acres	Lessor	Lease Date	Lessee	Lands	Recording
Alpine Tech	60	1,556.03	Luman, Doris B.	8/10/93	Starwood, Inc.	32N-110W Sec. 27: W/2NW Sec. 28: SE/4 Sec. 33: NWSE, and 32N-110W Sec. 21: E/2NE, NESE, W/2SE Sec. 28: NE/4, SESW Sec. 33: E/2NW, SWNW	Bk 93, P 353

478

[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 May 5, 1998, from Gordon H. Brown and Patricia H. Brown, also known as Patricia Kathleen Hopkins Brown, individually and as Trustees of The Gordon and Patricia Brown Family Trust dated the 11th day of August, 1994, and as heirs of the Estate of Howard P. Hopkins, also known as Howard Phillip Hopkins, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 61 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 114 West, 6th P.M.
Section 11: SW1/4SW1/4
Section 14: W1/2NE1/4, SE1/4NE1/4, SE1/4NW1/4

and containing 200.00 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 1st day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

273512

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

(NO ATTEST REQUIRED)
RECORDED June 11, 1999 3:05P M
IN BOOK 111 O+G PAGE 479
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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

003

480

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 May 5, 1998, from Helen L. Hopkins, also known as Helen Louise Hopkins, individually and as Trustee of The Helen L. Hopkins Trust dated the 11th day of August, 1994, and as heir of the Estate of Howard P. Hopkins, also known as Howard Phillip Hopkins, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 58 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 114 West, 6th P.M.
Section 11: SW1/4SW1/4
Section 14: W1/2NE1/4, SE1/4NE1/4, SE1/4NW1/4

and containing 200.00 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 1st day of July, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

273513

(NO ATTEST REQUIRED)
RECORDED June 11 1999 3:06p M
IN BOOK 111 O&G PAGE 480
FEES $6.00 Mary L. Lopez COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

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

75-193-[redacted] N.C. [redacted] 75-113-[redacted] Mkw CA#1

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 David S. Budd and Bonnie B. Budd, individually and as husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 18 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 08: Lots 1(13.05), 2(13.55), S1/2NE1/4, SE1/4NW1/4, N1/2SW1/4, NE1/4SE1/4
Section 09: Lots 3(12.13), 4(12.57), S1/2NW1/4, NW1/4SW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 34: S1/2NE1/4, SE1/4
Section 35: SW1/4

and containing 811.30 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

273514

(NO ATTEST REQUIRED)
RECORDED June 11 1999 3:06p M
IN BOOK 111 O&G PAGE 481
FEES $6.00 JM COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

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

75774-006

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 Carl E. Budd, a married man dealing in his sole and separate property, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 21 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 08: Lots 1(13.05), 2(13.55), S1/2NE1/4, SE1/4NW1/4, N1/2SW1/4, NE1/4SE1/4
Section 09: Lots 3(12.13), 4(12.57), S1/2NW1/4, NW1/4SW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 34: S1/2NE1/4, SE1/4
Section 35: SW1/4

and containing 811.30 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

273515

(NO ATTEST REQUIRED)
RECORDED June 11, 1999 3:05 P M
IN BOOK 111 O&G PAGE 482
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

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

[redacted] [redacted] 757-[redacted]905

[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 30, 1998, from Julie S. McInnis, also known as Julie Sears McInnis, a married woman dealing in her sole and separate property, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 24 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 15: S1/2S1/2
Section 21: E1/2NE1/4
Section 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4

and containing 520.00 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

273516

(NO ATTEST REQUIRED) 3:05p
RECORDED June 11, 1999 M
IN BOOK 111 O+G PAGE 483
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Costo

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

BACKYARD
75496-028

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 7, 1998, from Shelley R. Goodman, also known as Shelly R. Goodman, a single woman, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 O&G, Page 99 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 15: S1/2S1/2
Section 21: E1/2NE1/4
Section 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4
Township 32 North, Range 114 West, 6th P.M.
Section 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 30: S1/2SE1/4
Section 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4

and containing 990.29 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 Robert Strahn
President

273517

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

RECORDED June 11 1999 3:05P M
IN BOOK 111 O&G PAGE 484
FEES $ 6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 6th day of November, A.D. 1998, before me personally appeared MARC ROBERT 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

BACKYARD
75-4[redacted]013

[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 April 6, 1998, from Enger S. Lundershausen, also known as Inger K. Lundershausen, a married woman dealing in her sole and separate property, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 109 O&G, Page 547 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 15: S1/2S1/2
Section 21: E1/2NE1/4
Section 22: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4
Township 32 North, Range 114 West, 6th P.M.
Section 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 30: S1/2SE1/4
Section 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4

and containing 990.29 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 Rudd, President

273518

(NO ATTEST REQUIRED)

RECORDED June 11 1999 3:05 P M
IN BOOK 111 O+G PAGE 485
FEES $6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lopez

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

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

485

75496-014
BACKARD

486

Dp 12733

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.

Marc Randal Strahn
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

273519

RECORDED June 11 1998 3:05P M
IN BOOK 111 O+G PAGE 486
FEES $8.00 Mary L. Lybert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

75496-01 [redacted] M.C

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Julie S. McInnis, also known as Julie Sears McInnis, a married woman dealing in her sole and separate property	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	2-10-98	2-10-98	107/572 5-4-98

L.8h

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 29th day of May, 1998.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 29th day of May, 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 29th day of May, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

273520

RECORDED June 11 1999 3:05 M
IN BOOK 111 O+G PAGE 488
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Margaret S. Ball, a widow 75840-000	Hanson & Strahn, Inc.	Township 33 North, Range 112 West, 6th P.M. 29: SE1/4NE1/4, E1/2SE1/4 32: E1/2NE1/4, SW1/4NE1/4, S1/2NW1/4, N1/2S1/2	Sublette County	Wyoming	4-2-98	4-2-98	107/584 5-4-98

[redacted]

[redacted]

[redacted]

489

490

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 that certain Oil and Gas Lease 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 this 18th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273521

RECORDED June 11 1999 3:05p M
IN BOOK III Of G PAGE 490
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zacha

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 18th 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 18th 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

[redacted] [redacted]

Meadow Canyon
757[redacted]6

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Roberta A. Jewett, a married woman dealing in her sole and separate property	Loma Energy Corp.	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	7-8-98	7-8-98	109/517 11-10-98

491

62

492

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 that certain Oil and Gas Lease 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 this 18th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273522

RECORDED June 11 1999 3:05P M
IN BOOK 111 O&G PAGE 492
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Easton

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 18th 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 18th day of November, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

My Commission Expires:_____

Peggy J Lopez
Notary Public

Address: Cheyenne, Wyoming

[redacted] [redacted]

Headed Canyon
75 [redacted]-008

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
C. Gordon Jewett, a married man dealing in his sole and separate property	Loma Energy Corp.	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2S1/2, SE1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 15: W1/2W1/2 17: E1/2NE1/4 Township 33 North, Range 114 West, 6th P.M. 1: SW1/4NW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	7-8-98	7-8-98	109/508 11-10-98

[redacted]

[redacted]

[redacted]

43

494

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, 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 29th day of May, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 29th day of May, 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 29th day of May, 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

273523

RECORDED June 11 1999 3:05 P M
IN BOOK 111 O+G PAGE 494
FEES $8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

15496-020 Mineral Deed

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Frank E. Sears Jr., individually and as TTEE of the Frank E. Sears, Jr. Revocable Trust dated December 29, 1992, and his successors	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	2-10-98	2-10-98	107/528 4-17-98

495

496

DO 12730

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, 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

Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

273524

RECORDED June 11 19 9:05p M
IN BOOK 111 O+G PAGE 496
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

75496-017

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Pamela C. Johnson, also known as Pamela Chrisman Johnson and Lou W. Johnson, individually and as wife and husband	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.85), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	3-3-98	3-3-98	107/578 5-4-98

[redacted]

[redacted]

[redacted]

497

498

D6 12736

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

Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

273525

RECORDED June 11 1999 3:05p M
IN BOOK 111 O+G PAGE 498
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Seaton

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Muriel Gray, individually and as heir of the Estate of George W. Hopkins, Jr., aka George Washington Hopkins, Jr., deceased	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 14: SE1/4NW1/4, W1/2NE1/4, SE1/4NE1/4	Sublette County	Wyoming	3-3-98	3-3-98	107/525 4-17-98

494

500

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: 273526

Address: Cheyenne, Wyoming

RECORDED June 11 1998 3:05P M
IN BOOK 1104G PAGE 500
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Jacton
BRKHARD
754[redacted]012

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Charles Goodman, Jr., a single man	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	108/102 7-8-98

501

502

D6 12723

62

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.

Marc Randal Strahn
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

273527

RECORDED June 11 1999 9:05 M
IN BOOK 111 O+G PAGE 502
FEES $ 8.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [redacted]

75496-027 [redacted]

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Frank W. Sears, also known as Frank W. "Bill" Sears, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	2-10-98	2-10-98	107/581 5-4-98

503

504

D6

12731

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

Notary Public

My Commission Expires:

Address: Cheyenne, Wyoming

273528

RECORDED June 11 1998 3:05P M
IN BOOK 111 OTG PAGE 504
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Swaton

75496-018

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Galus R. Shaver and Stella C. Shaver, individually and as TTEEs of the Shaver Family 1990 Trust, dated April 26, 1990, and their successors,	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	2-10-98	2-10-98	107/575 5-4-98

505

506 D6 12734

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.

Marc Randal Strahn
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

273529

RECORDED June 11 1998 3:05P M
IN BOOK 111 O+G PAGE 506
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Carey

75496-C [redacted] Arco Permian [redacted] [redacted]

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Pamela C. Hamilton, formerly known as Pamela C. Ready, a married woman dealing in her sole and separate property	Hanson & Strahn, Inc.	Township 32 North, Range 114 West, 6th P.M. 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4 Township 33 North, Range 113 West, 6th P.M. 30: S1/2SE1/4 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4	Sublette County	Wyoming	2-10-98	2-10-98	107/141 3-24-98

[redacted]

[redacted]

[redacted]

505

Producers 88
Rocky Mountain 1988
(Paid-Up) Rev. 1988)

72

PAID-UP
OIL AND GAS LEASE
273580

RECORDED June 11, 1999 9:00A M
IN BOOK 111 Or6 PAGE 508
FEES $12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

THIS AGREEMENT, made and entered into this 1st day of April 19 99 by and between

Dorothy A. Noble, a widow

of PO Box 713, Pinedale, WY 82941, hereinafter called lessor (whether one or more), and

Hanson & Strahn, Inc., of PO Box 3020, Cheyenne, Wy 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten and more---------- dollars ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

INITIAL

RECORDED June 24 1999 M 12:00P
IN BOOK 108 A-A PAGE 521
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

See Exhibits "A" & "B" attached hereto and made a part hereof

267897

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 160.00 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 January 17, 1999 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

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

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Dorothy A. Noble

Dorothy A. Noble
SS# 520-28-7316

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

INDIVIDUAL

On this 4th day of May, 19 98, before me personally appeared

Dorothy A. Noble, a widow

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 her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 4th day of May, 19 98.

My commission expires: My Commission expires Oct. 6, 2000

Notary Public for the State of Wyoming
residing at Cora Wyoming

STATE OF
COUNTY OF } ss.

CORPORATE

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this day of , 19 .

My commission expires:

Notary Public for the State of
residing at

EXHIBIT "A"
BONUS AGREEMENT FOR TOP LEASE

THIS AGREEMENT is made as of this 1st 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 1, 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: Dorothy A. Noble, a widow
LESSEE: Contex Energy Company
DATED: January 17, 1994, and recorded in Book 96, page 308 of the Sublette County records

WHEREAS, in consideration for the Top Lease, the undersigned Lessor has been paid $350.00 by draft, which represents 25.00% of the total bonus payable to the undersigned Lessor if the Prior Lease did not exist;

WHEREAS, the 75.00% balance of the total bonus and all the paid-up rentals, in the amount of $1,050.00, 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 [redacted] the benefit of the parties hereto, and their heirs, devises, representatives, [redacted] assigns.

LESSOR:

Dorothy A. Noble

Dorothy A. Noble

LESSEE:

BY: Marc Rdd

Hanson & Strahn, Inc.

[redacted] [redacted] [redacted]

EXHIBIT "B"
ADDENDUM TO PAID-UP OIL AND GAS LEASE

Attached and made a part of that certain Oil and Gas Lease dated April 1, 1998, by and between Dorothy A. Noble, a widow, as Lessor, and Hanson & Strahn, Inc., as Lessee.

Paid-Up Oil and Gas Lease covering
Township 31 North, Range 113 West, 6th P.M.
Section 25: SW/4NE/4, S/2SE/4, NW/4SE/4
Sublette County, Wyoming

1. Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

2. Lessee shall have the right to unitize, pool or combine all or any part of the land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the royalties to be paid to lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only as so allocated.

3. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at or within one hundred twenty (120) days prior to the expiration of the three year period after expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

4. 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 17th day of January, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, their heirs, successors or assigns at the last known address, the sum of fifty dollars and 00/100 ($50.00) per net mineral acre, on or before the expiration date of the first primary term of this lease.

Signed for Identification:

Dorothy A. Noble
Dorothy A. Noble

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), dated to be effective as of April 1, 1999 at 7:00 a.m. local time (the "Effective Date"), is from **Victor McMurry** whose address is 3405 East Piro Court, Phoenix, Arizona 85044-3641 ("Assignor") to **McMurry Oil Company,** a Wyoming corporation, with offices at 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202 ("Assignee").

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, transfer, convey and assign unto Assignee the following (all of which are herein sometimes called the "Properties"):

1. All of Assignor's operating rights and record title interest in and to the oil and gas lease described on Exhibit A attached hereto (the "Lease") together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, that may be associated with the wells situated on the Lease, or on lands pooled therewith, and used in connection with the production, injection, treatment, sale or disposal of hydrocarbons from such wells, including without limitation, well equipment, casing, surface equipment, and all other appurtenances thereunto belonging;

2. All rights of Assignor in, to and under all agreements, including without limitation oil and gas leases, pooling or unit agreements, farmout and operating agreements, oil and gas sales and purchase agreements, permits, rights-of-way, easements, licenses, options and orders insofar only as they relate to the Interests assigned herein; and,

3. All of Assignor's right, title and interest in production from the wells located on the Lease from and after the Effective Date and all rights of Assignor to claim revenues or gas resulting from any underproduction attributable to Assignee's interests in such wells.

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

1. Any and all overriding royalty interest owned by Assignor as of the Effective Date, insofar as such overriding royalty interest covers and applies to the Lease and all production therefrom, shall be excepted from this Assignment. Assignee, by its signature below, acknowledges that it is the intent of the parties that Assignor shall retain title to its overriding royalty interest and such interest shall not be assigned hereunder.

2. Assignee hereby agrees that it has inspected the Properties assigned and conveyed herein and that it accepts the same in its present condition. Assignee agrees to assume all responsibility for said wells, the casing, leasehold equipment, plugging requirements or exceptions thereto, including bonding requirements, in and on said wells, and all other personal property used on or in connection therewith, from and after the Effective Date of this Assignment. Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with Assignee's ownership of the above described lease, lands, well, casing, leasehold equipment and other personal property, or Assignee's or other parties' operations on said Lease and said lands, from and after the Effective Date of this Assignment, regardless of whether the liability therefrom is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party.

3. Assignee agrees to perform any obligations related to payment of ad valorem, severance or other taxes levied upon the well, lease, production or personal property taxes for the current year. Upon receipt of an invoice from Assignee, Assignor agrees to reimburse the prorated share of such taxes.

4. Assignee hereby assumes all obligations and duties imposed upon Assignor pursuant to the terms of the lease, contracts, agreements, licenses, easements and rights-of-way to which Assignor's interests is subject, but only insofar as same pertain to the interests hereby assigned and transferred.

273581

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IN BOOK 116 PAGE 512
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deb Pope

5. Assignee agrees to require compliance with all laws, ordinances, rules and regulations, federal, state and municipal, with respect to the abandonment of the above referenced wells or the abandonment of any and all of the leasehold equipment and property conveyed hereby.

6. THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED. THE INTERESTS ARE HEREBY CONVEYED TO AND ACCEPTED BY ASSIGNEE IN AN "AS IS, WHERE IS" CONDITION AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND AS TO THEIR MERCHANTABILITY, MARKETABILITY, CONDITION AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

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

This Assignment binds and inures to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

EXECUTED this 5th day of May, 1999.

ASSIGNOR

Victor McMurry

ASSIGNEE

McMurry Oil Company

John W. Martin, President

STATE OF Arizona)
)ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13th day of May, 1999, by Victor McMurry.

Witness my hand and official seal.

OFFICIAL SEAL
MARCY G. GOUGH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Mar. 31, 2002

My commission expires:

Notary Public

STATE OF Colorado)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by John Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
[redacted]02

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale by and between Victor McMurry, as Assignor, and McMurry Oil Company, as Assignee, effective April 1, 1999, **covering the following described lands in Sublette County, Wyoming:**

MOC LEASE NO:	WY-10-00010-00
LESSOR:	United States of America, Serial No. WYW-125943
LESSEE:	High Plains Energy Company
DATE OF LEASE:	January 1, 1992
RECORDING DATA:	No recording data
DESCRIPTION:	Township 28 North, Range 108 West, 6th P.M Section 5: Lots 1-4, S/2S/2 Section 6: Lots 1-4, SE/4SW/4, S/2SE/4 Section 7: Lots 1-4, E/2, E/2W/2

RATIFICATION OF
LEASEHOLD EXCHANGE AGREEMENT

WHEREAS, a certain unrecorded Leasehold Exchange Agreement dated January 26, 1999, was made and entered into by and between ST Oil Company, III Exploration Company and McMurry Oil Company;

WHEREAS, the undersigned wish to join McMurry Oil Company in assigning a portion of their interests in certain oil and gas leases in exchange for an assignment from ST Oil Company and III Exploration Company of certain interests in their leases; and

WHEREAS, the parties wish to memorialize their agreement in this writing:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the undersigned do hereby ratify and adopt the terms of said Exchange Agreement and, subject to the conditions set forth therein, agree to convey certain undivided oil and gas leasehold working interests described on Exhibit "A" attached hereto, insofar and only insofar as they cover the lands and horizons described on said exhibit, in exchange for the conveyance by ST Oil Company and III Exploration Company of those undivided oil and gas leasehold working interests described on Exhibit "B" attached hereto insofar and only insofar as said leases cover the lands and horizons described on said exhibit.

It is agreed that such conveyances shall be made expressly subject to fulfillment of certain obligations by the parties as set forth in the Leasehold Exchange Agreement. The interests to be conveyed and received by the undersigned shall be allocated among them in the following undivided shares:

McMurry Oil Company - 49.50%
Fort Collins Consolidated Royalties, Inc. - 23.75%
Nerd Enterprises, Inc. - 24.75%
Edward M. Warner - 2.00%

This Ratification may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement may be executed by signing counterpart signature pages, which when compiled shall constitute a duly executed instrument.

In witness whereof, this instrument is executed this 19th day of March 1999.

FORT COLLINS CONSOLIDATED
ROYALTIES, INC
P. O. Box 1363, Cheyenne, WY 82003

NERD ENTERPRISES, INC.,
P. O. Box 949, Casper, WY 82602

EDWARD M. WARNER
1401 17th St. #1200, Denver, CO 80202

McMURRY OIL COMPANY
P. O. Box 220, Casper, WY 82602

273582

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IN BOOK 111 PAGE 515
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

515

STATE OF Colorado)
City &) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of March, 1999, by William R. Wells, Executive-Vice President of Fort Collins Consolidated Royalties, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Warren E. Major
Notary Public

My commission expires:
April 16, 2001

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 19th day of March, 1999, by Mick McMurry, President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Caryl K. Stafford
Notary Public

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires June 1, 2002

My commission expires:
June 1, 2002

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of March, 1999, by Edward M. Warner, an individual.

Witness my hand and official seal.

Lineen M. Johnson
Notary Public

LINEEN M. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 19th 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.

Caryl K. Stafford
Notary Public

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires June 1, 2002

My commission expires:
June 1, 2002

EXHIBIT "A"
to Ratification of Leasehold Exchange Agreement by and between Fort Collins Consolidated Royalties, Inc., Nerd Enterprises, Inc., Edward M. Warner and McMurry Oil Company

LEASEHOLD INTERESTS TO BE ASSIGNED
BY FORT COLLINS CONSOLIDATED ROYALTIES, ET AL
TO STOC AND III E

A. Federal Oil and Gas Lease WYW-06269 dated effective June 1, 1951 between United States of America, as lessor, to Donald B. Anderson, as lessee:

New Fork Farmout Shallow Lands

1. MOC shall assign to STOC and III E an undivided twenty-five percent (25.0%) working interest and operating rights interest insofar and only insofar as Lease WYW-06269 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/4
containing 160 gross acres, more or less

excepting and reserving unto MOC all right, title and interest in and to the wellbore, including all property and production attributable thereto, for the Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W; and,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 10,680 feet, being 200 feet below the total depth drilled in Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W.

2. MOC shall assign to STOC and III E an undivided 20.3125% working interest and operating rights insofar and only insofar as Lease WYW-06269 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 13: SW/4, NE/4
containing 320 gross acres, more or less,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 10,680 feet, being 200 feet below the total depth drilled in Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W.

B. Federal Oil and Gas Lease WYW-06270 dated effective June 1, 1951 between United States of America, as lessor, to Donald B. Anderson, as lessee:

New Fork Farmout Shallow Lands

1. MOC shall assign to STOC and III E an undivided twenty-five percent (25.0%) working interest and operating rights interest insofar and only insofar as Lease WYW-06270 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 2: SW/4
containing 160 gross acres, more or less

excepting and reserving unto MOC all its right, title and interest in and to the wellbore, including all property and production attributable thereto, for the Pinedale Federal #13-2 and the Pinedale Federal #13-2A wells located in SW/4SW/4 of Section 2, T31N, R109W; and,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 12,066 feet, being 200 feet below the total depth drilled in Pinedale Federal #13-2A well located in SW/4SW/4 of Section 2, T31N, R109W.

2.. MOC shall assign to STOC and III E an undivided 20.3125% working interest and operating rights insofar and only insofar as Lease WYW-06270 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 3: NE/4
containing 160 gross acres, more or less,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 12,066 feet, being 200 feet below the total depth drilled in Pinedale Federal #13-2A well located in SW/4SW/4 of Section 2, T31N, R109W.

C. Federal Oil and Gas Lease WYW-116265 dated effective June 1, 1989 between United States of America, as lessor, to C. S. O'Connell, as lessee:

Non-New Fork Lands

1. MOC shall assign to STOC and III E an undivided twenty percent (20.0%) operating rights and working interest insofar as Lease WYW-116265 covers the following described lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 25: All
Section 26: All
Section 27: NE/4
Containing 1,440 gross acres, more or less

EXHIBIT "B"
to Ratification of Leasehold Exchange Agreement by and between Fort Collins Consolidated Royalties, Inc., Nerd Enterprises, Inc., Edward M. Warner and McMurry Oil Company

LEASEHOLD INTERESTS TO BE ASSIGNED BY STOC AND III E
TO FORT COLLINS CONSOLIDATED ROYALTIES, ET AL

A. Oil and Gas Lease dated July 1, 1975 between Brandt M. Jensen, et al, as lessors, and Leonard Hay, as lessee, recorded in Book 58 O&G, Page 626 in the records of Sublette County, Wyoming (the "Jensen Lease"):

1. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as the Jensen Lease covers the following described lands in Sublette County, Wyoming:

Jensen Lease Shallow Lands

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4
Section 14: Lots 1, 2, NE/4NW/4,
Section 15: Lots 1, 2,
And all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 14, and Lots 1-2 of Section 15, T31N, R109W, containing 720.50 gross acres, more or less,

excepting and reserving unto STOC and III E all right, title and interest in and to the wellbores, including all property and production attributable thereto, for the Jensen #1 located in the SW/4NW/4 of Section 11, the Jensen #2 located in the SE/4SE/4 of Section 11, and the Jensen #3 well located in the NE/4NW/4 Section 14, T31N, R109W; and,

limited to those interests from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in Jensen #1 well located in the SW/4NW/4 of Section 11, T31N, R109W, **except** the Jensen #4 wellbore which shall be limited in depth from the surface down to stratigraphic equivalent of 11,306 feet, being the total depth drilled in the Jensen #4 well.

2. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as Jensen Lease covers the following described lands in Sublette County, Wyoming.

Jensen Deep Lands

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4
Section 14: Lots 1, 2, NE/4NW/4,
Section 15: Lots 1, 2,
And all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 14, and Lots 1-2 of Section 15, T31N, R109W, containing 720.50 gross acres, more or less,

limited to those interests from below the stratigraphic equivalent of 10,320 feet as encountered in Jensen #1 well located in the SW/4NW/4 of Section 11, T31N, R109W.

B. Oil and Gas Lease dated September 16, 1994, between Elva Louise Vible, as lessor, and Leonard Hay, as lessee, recorded in Book 99, Page 83 in the records of Sublette County, Wyoming:

1. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as the Vible Lease covers the following described lands in Sublette County, Wyoming:

Vible Lands

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4 (NW/4NW/4), SW/4NW/4
Section 6: Lots 1 & 2 (N/2NE/4), S/2NE/4, Lot 5 (SW/4NW/4), SE/4NW/4, Lots 6, 7, 12, 13 (SW/4)
Section 7: Lot 2 (NW/4NW/4), NE/4NW/4, NW/4NE/4
Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4
Township 31 North, Range 109 West, 6th P.M.
Section 1: S/2NE/4, Lot 5 (SE/4SE/4), NE/4SE/4, W/2SE/4, E/2SW/4, SW/4SW/4
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4), NW/4NW/4, Lot 4 (SW/4NW/4)
Containing 1,170 gross acres, more or less

MEMORANDUM OF EXCHANGE AGREEMENT

Pursuant to the terms of that certain unrecorded Leasehold Exchange Agreement dated the 26th day of January, 1999, among the undersigned and subject to the conditions set forth therein, **ST Oil Company**, a Nevada corporation with an address of 1801 Broadway, Suite 600, Denver, Colorado 80202 ("STOC"), and **III Exploration Company**, a Idaho corporation with an address of 555 S. Cole Road, Boise, ID 83707 ("III E") have agreed to convey those undivided oil and gas leasehold working interests described on Exhibit "A" attached hereto, insofar and only insofar as they cover the lands and horizons described on said Exhibit, to **McMurry Oil Company**, a Wyoming corporation with offices at 370 17th Street, Suite 3020, Denver, CO 80202 ("MOC") in exchange for the conveyance by MOC to STOC and III E of those undivided oil and gas leasehold working interests described on Exhibit "B" attached hereto insofar and only insofar as said leases cover the lands and horizons described on said exhibit. It is agreed that such conveyances shall be made expressly subject to fulfillment of certain obligations by the parties as set forth in the Leasehold Exchange Agreement. The interests to be conveyed and received by STOC and III E shall be allocated among them in the following undivided shares: STOC (25.0%), III E (75.0%).

In witness whereof this instrument is executed this 26th day of January, 1999.

S T OIL COMPANY

Attest:

By: _____
Title: VP

By: _____
Sallie Tippie, Vice President

III EXPLORATION COMPANY

Attest:

By: _____
Title: Treasurer

By: _____
Title: PRES.

273583

RECORDED June 16 1999 M 9:15 A
IN BOOK 111 PAGE 522
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By _____

McMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged this 26th day of January, 1999, before me by Sallie Tippie as Vice President of ST Oil Company, a Nevada corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
4/13/99

Pamela K Reed
Notary Public
Address 1801 Broadway Ste 600
Denver, Co 80202

STATE OF Idaho)
) SS.
COUNTY OF Ada)

The foregoing instrument was acknowledged this 9th day of February, 1999, before me by William C Glynn as President of IH Exploration Company, a ~~Nevada~~ Idaho corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
Nov 11 2000

D. Kent Little
Notary Public
Address Boise Idaho

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged this 26th day of January, 1999, before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
4/13/99

Pamela K Reed
Notary Public
Address 1801 Broadway Ste 600
Denver, Co 80202

EXHIBIT "A"
to Memorandum of Exchange Agreement by and between
ST Oil Company, III Exploration Company and McMurry Oil Company

LEASEHOLD INTERESTS TO BE ASSIGNED
BY STOC AND III E TO MOC

A. Oil and Gas Lease dated July 1, 1975 between Brandt M. Jensen, et al, as lessors, and Leonard Hay, as lessee, recorded in Book 58 O&G, Page 626 in the records of Sublette County, Wyoming (the "Jensen Lease"):

1. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as the Jensen Lease covers the following described lands in Sublette County, Wyoming:

Jensen Lease Shallow Lands

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4
Section 14: Lots 1, 2, NE/4NW/4,
Section 15: Lots 1, 2,

And all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 14, and Lots 1-2 of Section 15, T31N, R109W, containing 720.50 gross acres, more or less,

excepting and reserving unto STOC and III E all right, title and interest in and to the wellbores, including all property and production attributable thereto, for the Jensen #1 located in the SW/4NW/4 of Section 11, the Jensen #2 located in the SE/4SE/4 of Section 11, and the Jensen #3 well located in the NE/4NW/4 Section 14, T31N, R109W; and,

limited to those interests from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in Jensen #1 well located in the SW/4NW/4 of Section 11, T31N, R109W, **except** the Jensen #4 wellbore which shall be limited in depth from the surface down to stratigraphic equivalent of 11,306 feet, being the total depth drilled in the Jensen #4 well.

2. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as Jensen Lease covers the following described lands in Sublette County, Wyoming.

Jensen Deep Lands

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4
Section 14: Lots 1, 2, NE/4NW/4,
Section 15: Lots 1, 2,
And all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 14, and Lots 1-2 of Section 15, T31N, R109W, containing 720.50 gross acres, more or less,

limited to those interests from below the stratigraphic equivalent of 10,320 feet as encountered in Jensen #1 well located in the SW/4NW/4 of Section 11, T31N, R109W.

B. Oil and Gas Lease dated September 16, 1994, between Elva Louise Vible, as lessor, and Leonard Hay, as lessee, recorded in Book 99, Page 83 in the records of Sublette County, Wyoming:

1. STOC and III E shall assign to MOC an undivided twenty-five percent (25.0%) working interest insofar and only insofar as the Vible Lease covers the following described lands in Sublette County, Wyoming:

Vible Lands

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4 (NW/4NW/4), SW/4NW/4
Section 6: Lots 1 & 2 (N/2NE/4), S/2NE/4, Lot 5 (SW/4NW/4), SE/4NW/4, Lots 6, 7, 12, 13 (SW/4)
Section 7: Lot 2 (NW/4NW/4), NE/4NW/4, NW/4NE/4
Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4
Township 31 North, Range 109 West, 6th P.M.
Section 1: S/2NE/4, Lot 5 (SE/4SE/4), NE/4SE/4, W/2SE/4, E/2SW/4, SW/4SW/4
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4), NW/4NW/4, Lot 4 (SW/4NW/4)
Containing 1,170 gross acres, more or less

EXHIBIT "B"
to Memorandum of Exchange Agreement by and between
ST Oil Company, III Exploration Company and McMurry Oil Company

LEASEHOLD INTERESTS TO BE ASSIGNED
BY MOC TO STOC AND III E

A. Federal Oil and Gas Lease WYW-06269 dated effective June 1, 1951 between United States of America, as lessor, to Donald B. Anderson, as lessee:

New Fork Farmout Shallow Lands

1. MOC shall assign to STOC and III E an undivided twenty-five percent (25.0%) working interest and operating rights interest insofar and only insofar as Lease WYW-06269 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 14: NE/4
containing 160 gross acres, more or less

excepting and reserving unto MOC all right, title and interest in and to the wellbore, including all property and production attributable thereto, for the Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W; and,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 10,680 feet, being 200 feet below the total depth drilled in Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W.

2. MOC shall assign to STOC and III E an undivided 20.3125% working interest and operating rights insofar and only insofar as Lease WYW-06269 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 13: SW/4, NE/4
containing 320 gross acres, more or less,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 10,680 feet, being 200 feet

below the total depth drilled in Pinedale Federal #1-14 well located in NE/4NE/4 of Section 14, T31N, R109W.

B. Federal Oil and Gas Lease WYW-06270 dated effective June 1, 1951 between United States of America, as lessor, to Donald B. Anderson, as lessee:

New Fork Farmout Shallow Lands

1. MOC shall assign to STOC and III E an undivided twenty-five percent (25.0%) working interest and operating rights interest insofar and only insofar as Lease WYW-06270 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 2: SW/4
containing 160 gross acres, more or less

excepting and reserving unto MOC all its right, title and interest in and to the wellbore, including all property and production attributable thereto, for the Pinedale Federal #13-2 and the Pinedale Federal #13-2A wells located in SW/4SW/4 of Section 2, T31N, R109W; and,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 12,066 feet, being 200 feet below the total depth drilled in Pinedale Federal #13-2A well located in SW/4SW/4 of Section 2, T31N, R109W.

2.. MOC shall assign to STOC and III E an undivided 20.3125% working interest and operating rights insofar and only insofar as Lease WYW-06270 covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 3: NE/4
containing 160 gross acres, more or less,

limited to those rights and interests from the surface down to the stratigraphic equivalent of 12,066 feet, being 200 feet below the total depth drilled in Pinedale Federal #13-2A well located in SW/4SW/4 of Section 2, T31N, R109W.

C. Federal Oil and Gas Lease WYW-116265 dated effective June 1, 1989 between United States of America, as lessor, to C. S. O'Connell, as lessee:

Non-New Fork Lands

1. MOC shall assign to STOC and III E an undivided twenty percent (20.0%) operating rights and working interest insofar as Lease WYW-116265 covers the following described lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 25: All
Section 26: All
Section 27: NE/4
Containing 1,440 gross acres, more or less

CORRECTION OF CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS CORRECTION OF CONVEYANCE, ASSIGNMENT AND BILL OF SALE is made this 20th day of April, 1999 between **McMurry Oil Company, Nerd Enterprises Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner**, (Assignors), and **MCNIC Oil & Gas Properties Inc.**, as successor in interest to CoEnergy Rockies, Inc.(Assignee)

Whereas, Assignors did execute in favor of CoEnergy Rockies, Inc. that certain Conveyance, Assignment and Bill of Sale dated effective as of April 1, 1996 (the "Assignment"), which Assignment is recorded in Book 103 Oil & Gas, Page 309 of the records of Sublette County Wyoming, conveying a portion of Assignor's right, title and interest in and to, among other lands and leases, the following described lease in said County and State:

> United States of America Oil and Gas Lease dated August 1, 1994, Serial # WYW-133072, covering the SE/4 of Section 32, Township 29 North, Range 109 West, (found on page 13 of Exhibit "A" to the Assignment).

WHEREAS an error was made in the Assignment in describing the lands covered by the aforesaid lease, and the parties to said Assignment are now desirous of correcting said error.

NOW, THEREFORE in consideration of the premises and for the purpose of correcting the said lease description, the undersigned do hereby stipulate and agree that the Assignment is hereby corrected to convey, transfer, assign and set over unto the Assignee an undivided 33.333% of Assignors' right, title and interest in and to the aforesaid lease being correctly described as follows:

> United States of America Oil and Gas Lease dated August 1, 1994, Serial # WYW-133072, covering SE/4 of Section 2, Township 29 North, Range 109 West, Sublette County, Wyoming.

The Assignment as corrected hereby is confirmed and ratified and shall otherwise remain in full force and effect and shall be binding upon the parties thereto, their respective heirs, devisees, successors and assigns.

Executed the day and year first above written to be effective for all purposes as of April 1, 1996.

ASSIGNORS

McMurry Oil Company

By _____
John W. Martin, President

Nerd Enterprises, Inc.

By _____

Fort Collins Consolidated Royalties, Inc.

By _____

Edward M. Warner

By _____

ASSIGNEE

MCNIC Oil & Gas Properties Inc.

By _____

273584

9 15 A

RECORDED June 16 19 99 M
IN BOOK 111 A-A PAGE 529
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th 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.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My commission expires:

My Commission Expires 11/30/2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 10th day of March, 1999,
by Mick McMurry, President of
Nerd 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 19th day of March, 1999,
by William R. Weeks, Executive Vice Pres. of
Fees Cerwin 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

Notary Public

My commission expires: 11-1-2002

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of April, 1999
By Edward M. Warner, as Individual.

Witness my hand and official seal.

LINETTE JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My commission expires: My Commission Expires 11/30/2002

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 20 day of April, 1999,
by Thomas H. Neel, President of MCNIC Oil & Gas,
a Michigan corporation, on behalf of the corporation.

Witness my hand and official seal.

Karen A. Gonzales
Notary Public

SEAL

My commission expires: September 9, 2002

KAREN A. GONZALES
MY COMMISSION EXPIRES
September 9, 2002

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

273664

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF SUBLETTE)

ULTRA RESOURCES INC., a Wyoming corporation, and ULTRA PETROLEUM (USA) INC., a Colorado corporation, with offices at 304 Inverness Way South, Suite 295, Englewood, Colorado 80112 (collectively, "Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby assign, transfer, grant and convey unto ANSCHUTZ WYOMING CORPORATION, a Wyoming corporation, with offices at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 ("Assignee"), an undivided fifty percent (50%) of Assignor's right, title, and interest in and to the following assets:

A. All leasehold estates, mineral estates, surface estates and other estates and rights (including, without limitation, mineral interests, royalty interests, working interests, operating rights interests, record title interests, overriding royalty interests, production payment interests, net profit interests and any other property, interests or rights) created by or burdening the leases, licenses, subleases, sublicenses, easements, rights-of-way, and other documents and instruments described in Exhibit "A" (collectively, the "Leases"), insofar as the Leases cover or relate to the land described in Exhibit "A" hereto (the "Land"), and any other estates, property, interests and rights created by the Leases (insofar as the Leases cover or relate to the Land) or covering or relating to all or any part of the Land; together with any and all other right, title and interest of Assignor of whatever kind or character in and to the Land or the Leases (insofar as the Leases cover or relate to the Land) and in or attributable to production therefrom; including, without limitation, the leasehold interests, overriding royalty interests, mineral interests and other interests described in Exhibit "A" hereto;

B. All property, interests and rights created by and all right, title and interest in, to and under all farmouts, farmins, participation agreements, unit agreements, communization agreements, pooling agreements, unit operating agreements, joint operating agreements, and similar contracts or agreements that cover, affect or otherwise relate to the Land or the Leases (insofar as the Leases cover or relate to the Land) (the "Land

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SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK

#510462

Agreements"); including, without limitation, the contracts and agreements described in Exhibit "B" hereto;

C. All gas purchase contracts, product purchase and sale agreements, transportation and gathering agreements, disposal agreements and exchange or processing agreements related to the Land or the Leases (insofar as the Leases cover or relate to the Land) (the "Operational Agreements"), including, without limitation, the contracts and agreements described in Exhibit "C" hereto; and

D. All records, logs, files, abstracts, title opinions, surveys, division orders, unitization agreements and other data in Sellers' possession.

Reserving, however, unto Assignor, with respect to each of the oil and gas leases described in Exhibit "A" whose land owner's royalties, overriding royalties and other burdens on Assignor's interest therein total less than a proportionate twenty percent (20%), an overriding royalty interest in an amount equal to the difference between twenty percent (20%) and the existing landowners royalties overriding royalties and other burdens, which overriding royalty interest shall be proportionally reduced to the leasehold interest assigned hereby to Assignor: and

Excluding from the assignment hereunder, all of Assignor's right, title and interest in and to the "Excluded Lands" described in Exhibit "A" hereto.

The right, title and interest assigned, transferred, granted and conveyed hereunder, subject to the foregoing reservation and exclusion, shall be referred to herein as the "Interests."

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

The "Effective Time" of this Assignment, Bill of Sale and Conveyance is May 1, 1999 at 7:00 a.m. Mountain Daylight Time.

This Assignment, Bill of Sale and Conveyance is subject to all of the terms and conditions of that certain Purchase and Sale Agreement, dated May 17, 1999, as amended by Closing Agreement, dated June 18, 1999, by and between Assignor and Assignee (the "Agreement").

Assignor hereby represents and specially warrants that the Interests are assigned, transferred, granted and conveyed to Assignee free and clear of all prior transfers, assignments, claims, liabilities, liens, security interests and other burdens created by, through or under Assignor, and Assignor agrees to defend the title to the Interests against the lawful claims and demands of all persons or entities claiming the same or any part thereof by, through or under Assignor.

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

The property, interest and rights assigned herein include all right, title and interest of Assignor in and to the Land and the Leases (insofar as the Leases cover the Land), whether or not such right, title and interest is described in Exhibit "A" hereto, and any references in Exhibit "A" to depth limitations, horizons, formations, zones, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, "Working Interests," "WI," "Net Revenue Interests" or "NRI" contained in Exhibit "A" are for the purposes of defining the nature and extent of Assignor's warranties and shall not be deemed to limit or restrict this Assignment, Bill of Sale and Conveyance.

The references herein to liens, encumbrances, letter and other agreements, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

The interests assigned, transferred, granted and conveyed unto Assignee hereunder shall have no responsibility for and shall not be burdened by any obligations or liabilities under (i) that certain letter agreement, dated August 19, 1997, between Arrowhead Resources (USA) Ltd. and Assignor, as amended, and (ii) that certain First Amended and Restated Jonah Field Development Agreement, dated as of April 1, 1998, between Halliburton Energy Services, Inc. and Assignor, and the right, title and interest retained by Assignor shall bear the entire burden thereof. Assignor and its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify and save and hold Assignee and its directors, officers, employees, agents and shareholders harmless from and against any and all duties, obligations, liabilities and claims, relating to or arising out of such agreements or a claim that such agreements and the liabilities and obligations thereunder burden the Interests.

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of Sublette County, Wyoming.

This Assignment, Bill of Sale and Conveyance 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.

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, 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 herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

This Assignment, Bill of Sale and Conveyance shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the 18 day of JUNE 1999, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR

ULTRA RESOURCES INC., and
ULTRA PETROLEUM (USA) INC.

BY: _____
Michael D. Watford
Chairman and Chief Executive Officer

ASSIGNEE

ANSCHUTZ WYOMING CORPORATION

BY: _____
William J. Miller
Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Michael D. Watford, Chairman and Chief Operating Officer of Ultra Resources Inc., a Wyoming corporation, and of Ultra Petroleum (USA) Inc., a Colorado corporation, this 18 day of June, 1999.

Witness my hand and official seal.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public in and for the STATE of COLORADO

MY COMMISSION EXPIRES MARCH 17, 2000

My commission expires: _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William J. Miller, the Vice President of Anschutz Wyoming Corporation, a Colorado corporation, this 18 day of June, 1999.

Witness my hand and official seal.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public in and for the STATE of COLORADO

MY COMMISSION EXPIRES MARCH 17, 2000

My commission expires: _____

Exhibit "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1169	BLM WYW-143664	Ultra Resources Inc	12/01/97	T33N-R109W Sec 1: Lt 4 Sec 2: Lt 1 Sec 7: Lt 1 Sec 12: SENE, SESW, SE Sec 13: NE, NENW	556.0500	556.0500		
WY-1325-A	William Patrick Johnson	High Plains Associates, Inc.	01/16/98	T33N-R109W Sec 4: W/2SESW, also desc as Lt 1 of the Haymeadow Lot division as set out on the official plat	20.3790	10.1895	107	423
WY-1050	John T. Doyle, etux	High Plains Associates, Inc.	02/17/97	T33N-R109W Sec 2: S/2SW Sec 3: S/2SE Sec 10: NWNE	200.0000	200.0000	105	425
WY-1051-A	Jack D. Richardson, etux	High Plains Associates, Inc.	03/27/97	T33N-R109W Sec 10: NENE, S/2NE, SE, less and except a metes and bounds desc Sec 11: W/2NE, NW, S/2	804.3100	402.1500	105	427
WY-1051-B	Magdeline Bloom	High Plains Associates, Inc.	03/27/97	T33N-R109W Sec 10: NENE, S/2NE, SE, less and except a metes and bounds desc Sec 11: W/2NE, NW, S/2 Sec 13: W/2SW Sec 14: E/2SE	984.0500	492.0250	105	430
WY-1052	Battlefield, Inc	High Plains Associates, Inc.	02/11/97	T33N-R109W Sec 10: NW, less and except a metes and bounds desc	140.6000	140.6000	105	432

Exhibit "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1063-A	William H. Reisner, Jr	High Plains Associates, Inc.	04/11/97	T33N-R109W Sec 13: E/2SE Sec 24: That part of the W/2W/2NW further desc by metes and bounds	118.0000	59.0000	105	341
WY-1068	ST WY 94-00293	Cenex Inc	06/02/94	T33N-R109W Sec 16: All	640.0000	640.0000		
WY-1070	Margaret Mocroft Family Limited Partnership	Energy Investments, Inc.	10/01/94	T33N-R109W Sec 25: SW, W/2SE Sec 26: E/2SE, SWSE, less and except a metes and bounds desc	334.6600	334.6600	100	591
WY-1071	Margaret Mocroft Family Limited Partnership	Energy Investments, Inc.	10/01/94	T33N-R109W Sec 15: SW Sec 21: E/2NE Sec 22: NW	400.0000	400.0000	100	595
WY-1072	Margaret Mocroft Family Limited Partnership	Energy Investments, Inc.	10/01/94	T33N-R109W Sec 26: SW Sec 35: N/2NW, NE, SENW	440.0000	440.0000	100	587
WY-1073	Margaret Mocroft Family Limited Partnership	Energy Investments, Inc.	10/01/94	T33N-R109W Sec 27: NE, E/2NW, NWNW, N/2SE	360.0000	360.0000	100	579
WY-1074	Margaret Mocroft Family Limited Partnership	Energy Investments, Inc.	10/01/94	T33N-R109W Sec 22: S/2	320.0000	320.0000	100	583
WY-1089	Paul C. Hagenstein, etux	Dual Resources, Inc.	10/03/94	T33N-R109W Sec 14: W/2SE, E/2SW Sec 22: NE Sec 23: N/2 and that part of the E/2SE further desc by metes and bounds Sec 24: SW	873.8100	873.8100	100	576

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Exhibit "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1090	David D. Maytag, etux	Dual Resources, Inc.	01/23/95	T33N-R109W Sec 10: That part of the SW Sec 15: NW, W/2E/2 further desc by metes and bounds	206.4600	206.4600	101	187
WY-1097	BLM WYW-128176	Double Eagle Petroleum	01/01/93	T33N-R109W Sec 9: SWNW, W/2SW	120.0000	120.0000	105	216
WY-1069	ST WY 94-00294	and Mining Company Cenex, Inc.	06/02/94	T33N-R109W Sec 36: NWNE, S/2NE, NW, S/2	600.0000	600.0000	108	90

All lands are within Sublette County, Wyoming

539

EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation,Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1036	ST WY 97-00365	Ultra Resources Inc.	07/02/97	T32N-R109W Sec 1: NESE	40.0000	40.0000		
WY-1096	BLM WYW-129610	Double Eagle Petroleum and Mining Company	07/01/93	T32N-R109W Sec 10: E/2NE Sec 11: All Sec 12: All Sec 13: All Sec 14: NE, NENW, NESE Sec 24: NE, NENW	2440.0000	2440.0000		
WY-1112	BLM WYW-135123	Cenex Inc	02/01/95	T32N-R109W Sec 4: Lts 5-7, 11-14 Sec 5: Lt 1 Sec 10: W/2NE, W/2, SE Sec 14: W/2NW, SENW, SW, W/2SE, SESE Sec 15: E/2 Sec 18: Lts 1-12 Sec 19: Lts 1-12	2419.1700	2419.1700		
WY-1127	BLM WYW-06286	Donald Anderson	06/01/51	T32N-R109W Sec 27: NW Sec 35: N/2, SE Sec 28: NE	800.0000	800.0000		
WY-1145	BLM WYW-135124	Meridian Oil	02/01/95	T32N-R109W Sec 21: SE Sec 22: S/2 Sec 23: All Sec 24: W/2NW, SENW, S/2	1560.0000	1560.0000	100	552

EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation,Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1168	BLM WYW-143663	Ultra Resources Inc.	12/01/97	T32N-R109W Sec 1: Lt 4, S/2NW, SW, W/2SE, SESE Sec 2: Lts 1-4, S/2N/2, S/2 Sec 3: Lts 1-3, S/2NE, SENW, NESW, SE	1335.9500	1335.9500		
WY-1183	BLM WYW-118167	Onager Enterprises	12/01/89	T32N-R109W Sec 30: Lts 1-12, E/2 Sec 31: Lts 1-12, E/2	1425.1200	1425.1200		

All lands are within Sublette County, Wyoming

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EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1263-A	Bousman Livestock Inc	High Plains Associates, Inc.	10/22/97	T32N-R108W Sec 1: SESE Sec 12: N/2, SW, N/2SE, SWSE, N/2SESE, SWSESE Sec 13: NE, NWNW	870.0000	770.0000	107	392
WY-1263-B	John E. Danze, etux	High Plains Associates, Inc.	10/21/97	Sec 13: NE, NWNW	200.0000	100.0000	107	439
WY-1264-A	John W. Jensen	High Plains Associates, Inc.	10/23/97	T32N-R108W Sec 2: Lts 2-4, S/2NW, SWNE, SW, W/2SE, SESE Sec 14: W/2W/2 less & except a tract of land desc by metes & bounds	582.7500	523.3700	107	398
WY-1264-B	Thelma L. Ditton	High Plains Associates, Inc.	12/09/97	T32N-R108W Sec 14: W/2W/2 less & except a tract of land desc by metes & bounds Sec 22: N/2SE, SW	240.0000	100.0000	107	343
WY-1314-A	Mary Anne L. Hittle	High Plains Associates, Inc.	02/03/98	T32N-R108W Sec 3: Lts 1,2, S/2NE, SWNW Lt 4 less & except 3.0 acre tract Sec 4: Lt 1, SENE	338.1700	202.9020	107	435
WY-1239-A	Laura Fay Lozier	High Plains Associates, Inc.	10/16/97	T32N-R108W Sec 4: Lts 2,3, SWNE	110.4800	1.2275	107	341
WY-1239-B	Sylvia Eckard, etvir	High Plains Associates, Inc.	10/13/97	same as above		11.0480	107	337
WY-1239-C	Thelma L. Ditton	High Plains Associates, Inc.	10/13/97	same as above		11.0480	107	339

EXHIBIT "A"

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LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1239-D	Leonard J. Jensen	High Plains Associates, Inc.	10/16/97	same as above		5.5240	107	335
WY-1239-E	Marilyn Kay Penton	High Plains Associates, Inc.	11/13/97	same as above		1.2275	107	329
WY-1239-F	Jimmy Ditton, etux	High Plains Associates, Inc.	10/23/97	same as above		11.0480	107	331
WY-1239-G	Daniel Carlson, etux	High Plains Associates, Inc.	10/28/97	same as above		5.5240	107	333
WY-1239-H	Gary G. Jensen	High Plains Associates, Inc.	11/14/97	same as above		1.2275	107	463
WY-1239-I	Thomas J. Johnston	High Plains Associates, Inc.	12/05/97	same as above		55.2400	106	629
WY-1006-A	Grace A. McIntosh	High Plains Associates, Inc.	10/21/98	T32N-R108W Sec 4: SENW, E/2SE Sec 9: SE, E/2W/2, S/2NE less & except a tract deeded to Upper Green River Cemetery Sec 10: SWNW, W3SENW, W3E/2SW, W/2SW	671.4000	335.7000	107	369
WY-1026	ST WY 97-00355	Ultra Resources Inc	06/02/97	T32N-R108W Sec 5: Lt 2, SWNE, S/2	394.9100	394.9100		

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EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1060-A	Barger Family Prtner	High Plains Associates, Inc.	07/11/97	T32N-R108W Sec 15: NE, E/2NW, E/2SWNW, SW, SE Sec 16: All of Sec 16 less & except 99.008 acre tract, also less 12.26 acre tract Sec 17: Lt 4, SE, S/2NE, less a portion of S/2NE lying north of the ROW of Paradise road Sec 20: NENE, SENE, NESE, SESE Sec 21: NW, N/2SW, SESW Sec 28: SW, N/2NW/4, SENW Sec 29: E/2NE, SWNE, SE, Lts 4,5,6,7,8 Sec 32: NE, NW, SE Sec 33: NW	3231.9420	2861.6320	105	498
WY-1060-B	Elizabeth A. Ellis	High Plains Associates, Inc.	11/13/97	T32N-R108W Sec 20: NENE Sec 21: NWNW	5.0000		107	246
WY-1060-C	Donna M. Steele	High Plains Associates, Inc.	01/14/98	T32N-R108W Sec 16: A tract in the NE, NENW, NESE, more fully desc by metes & bounds	49.5000		107	262
WY-1060-D	Donna M. Steele	High Plains Associates, Inc.	01/14/98	same as "C"	49.5000		107	265
WY-1060-E	Marjorie Buck	High Plains Associates, Inc.	11/11/97	T32N-R108W Sec 20: SENE, E/2SE Sec 21: SWNW, E/2W/2, NWSW Sec 28: SW, E/2NW, NWNW Sec 29: E/2NE, SWNE, SE, Lts 4,5,6,7,8 Sec 32: N/2 Sec 33: NW	200.3100		107	367

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EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1060-F	Elizabeth A. Ellis, Trustee of the Ann E. Berger Family Trust	High Plains Associates, Inc.	11/13/97	T32N-R108W Sec 5: Lts 3,4, SENW and all that part of SWNW lying & being North of State Highway 187 Sec 6: All that part of Lt 4 lying & being North Wyoming State Hyw 187 Sec 20: NENE Sec 21: NWNW	384.7100	298.9100	109	350
WY-1027	ST WY 97-00356	Ultra Resources Inc.	07/02/97	T32N-R108W Sec 6: Lts 2,3,5,6, E/2SW	192.1400	192.1400		
WY-1080-A	Peter S. Olson, etux	High Plains Associates, Inc.	06/03/97	T32N-R108W Sec 6: SWSE Sec 7: N/2NE, SENE Sec 8: S/2NW, E/2SW, NWSW, SE Sec 9: W/2SW Sec 17: N/2NE	680.0000	340.0000	105	381
WY-1267	John Blaha, etux	High Plains Associates, Inc.	10/22/97	T32N-R108W Sec 12: SESESE	10.0000	10.0000	107	445
WY-1322-A	Floyd E. Bousman	High Plains Associates, Inc.	10/22/97	T32N-R108W Sec 11: NE Sec 22: N/2	480.0000	320.0000	107	465
WY-1315	Donald W. Rogers	High Plains Associates, Inc.	11/26/97	T32N-R108W Sec 11: SE Sec 14: W/2NE, NENE, E/2SW, SENW, S/2NENW	420.0000	420.0000	107	437
WY-1028	ST WY 97-00357	High Plains Associates, Inc.	07/02/97	T32N-R108W Sec 8: NE, N/2NW	240.0000	240.0000		

EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1240-A	Herman A. Genetti, etux	High Plains Associates, Inc.	10/21/97	T32N-R108W Sec 22: SW, N/2SE	240.0000	120.0000	107	345
WY-1240-C	William D. Thomas	High Plains Associates, Inc.	10/21/97	T32N-R108W Sec 22: SW, N/2SE Sec 25: NWNE, N/2NW	120.0000	48.0000	107	455
WY-1240-D	East Fork Rod & Run Club	High Plains Associates, Inc.	10/25/97	T32N-R108W Sec 25: All of the NWNE, a portion of N/2NW, further desc by metes & bounds		30.4870	107	395
WY-1240-E	Thomas H. Newman, etal	High Plains Associates, Inc.	10/29/97	T32N-R108W Sec 25: NWNE, N/2NW		65.5130	107	453
WY-1311-A	Patrick Johnson	High Plains Associates, Inc.	10/29/97	T32N-R108W Sec 22: S/2SE Sec 26: N/2N/2 Sec 27: N/2NE, W/2 Sec 34: NW	752.6300	71.0270	107	401
WY-1311-B	Lester William Anderson, etux	High Plains Associates, Inc.	10/29/97	same as above		229.5106	107	404
WY-1061	Jeptha E. Richie, etal	High Plains Associates, Inc.	05/05/97	T32N-R108W Sec 21: E/2 Sec 28: E/2 Sec 33: E/2, SW Sec 34: All of the SW lying South & east of the East Fork River	1250.0000	1250.0000	105	502
WY-1165	BLM WYW-143661	Ultra Resources Inc.	11/01/97	T32N-R108W Sec 19: Lts 1-4, E/2, E/2W/2 Sec 20: W/2E/2, W/2 Sec 21: SWSW Sec 28: SWNW Sec 29: Lts 1-3, NWNE Sec 32: N/2SW	1346.8100	1346.8100		

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EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1312	Donald W. Rogers, etal	High Plains Associates, Inc.	11/26/97	T32N-R108W Sec 14: N/2NENW	20.0000	20.0000	107	441
WY-1265-A	Kenneth Perry Jr	High Plains Associates, Inc.	10/23/97	T32N-R108W Sec 13: S/2SW Sec 14: SE Sec 23: E/2 Sec 24: SW, S/2SE, NESE, SENE, NW	1040.0000	520.0000	107	347
WY-1265-B	Thomas Carl Flynn	High Plains Associates, Inc.	10/29/97	T32N-R108W Sec 13: S/2SW Sec 24: N/2NW		60.0000	107	459
WY-1323-A	Finnis N. Mitchell	High Plains Associates, Inc.	10/25/97	T32N-R108W Sec 26: N/2S/2 Sec 27: SE, S/2NE	400.0000	200.0000	107	259
WY-1017	BLM WYW-142265	Ultra Resources Inc.	08/01/97	T32N-R108W Sec 30: Lts 1-4, E/2W/2 Sec 31: Lts 1,2, E/2NW	338.9200	338.9200		
WY-1029	ST WY 97-00358	Ultra Resources Inc.	07/02/97	T32N-R108W Sec 36: All	640.0000	640.0000		
WY-1155	BLM WYW-143660	Ultra Resources Inc.	12/01/97	T32N-R108W Sec 4: Lt 4, SWNW, W/2SW Sec 5: Lt 1, SENE Sec 7: Lts 1-7, SWNE, E/2NW, SESW, S/2SE Sec 8: SWSW Sec 17: Lts 1-3, SW Sec 18: Lts 2-7, S/2NE, SENW, E/2SW, SE	1487.9100	1487.9100		

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EXHIBIT "A"

Attached to and made a part hereof that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Anschutz Wyoming Corporation, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1047	BLM WYW-139396	Richard Norton	07/01/96	T32N-R108W Sec 30: E/2 Sec 31: NE, N/2SE	560.0000	560.0000		

All land are within Sublette County, Wyoming

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EXHIBIT "A" (Cont'd)

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated June 18, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignors, and Anschutz Wyoming Corporation, as Assignees.

Easements and Rights of Way

- Bureau of Land Management Right-of-Way WYW-144730 effective September 16, 1998.

EXHIBIT "A"(Cont'd)

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated June 18, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Anschutz Wyoming Corporation, as Assignee.

It is the intent of Assignor that Exhibit "A" covers and includes all lands owned by Assignor, whether described above or not, within Township 32 North, Ranges 108 and 109 West and Township 33 North, Range 109 West, Sublette County, Wyoming, less and except the following Excluded Lands:

Excluded Lands

Township 32 North, Range 109 West
Section 5: SW/4SW4, Lots 2,3,4,SE/4, N/2SW/4, SE/4SW/4
Section 6: S/2SE/4, Lots 1-10, N/2SE/4
Section 7: Lots 1,2,5,6,7,8,11,12, N/2SE/4, NE/4, S/2SE/4
Section 8: W/2NW/4, NW/4SW/4,E/2NW/4,SW/4SW/4,E/2SW/4, E/2
Section 9: S/2SW/4, SW/4SE/4,N/2, N/2S/2, SE/4SE/4
Section 16: N/2, N/2S/2, S/2SW/4, SW/4SE/4
Section 17: SE/4NE/4, NE/4SE/4,N/2NE/4, SW/4NE/4,W/2SE/4, W/2, SE/4SE/4
Section 27: S/2
Section 28: SE/4
Section 33: E/2
Section 34: All
Section 35: SW/4
Section 18: E/2
Section 21: W/2, NE/4
Section 19: E/2
Section 20: All
Section 4: Lots 8,9,10,15,16
Section 15: W/2
Section 22: N/2
Section 3: Lot 4, SW/4NW/4, W/2SW/4, SE/4SW/4

Township 33 North, Range 109 West
Section 5: All
Section 6: All
Section 7: All
Section 8: All

Township 33 North, Range 109 West(cont'd)

Section 19: SE/4NE/4NE/4, E/2SE/4NE/4, E/2NE/4SE/4, E/2SE/4SE/4, W/2E/2, W/2E/2E/2, NE/4NE/4NE/4, Lots 1-4, E/2W/2
Section 20: SW/4, W/2SE/4, W/2NE/4SE/4, W/2SE/4SE/4, W/2SE/4NE/4, SW/4NE/4NE/4, S/2NW/4, SW/4NE/4, S/2NW/4NW/4, S/2NE/4NW/4, S/2NW/4NE/4,N/2NW/4NW/4,N/2NE/4NW/4, N/2NE/4NE/4, N/2NW/4NE/4, SE/4NE/4NE/4, E/2SE/4NE/4, E/2SE/4SE/4, E/2NE/4SE/4
Section 29: N/2NW/4NW/4, N/2NE/4NW/4, N/2NW/4NE/4, NW/4NE/4NE/4, S/2N/2N/2, NE/4NE/4NE/4, S/2N/2, S/2
Section 30: NE/4NE/NE/4, W/2NE/4NE/4, SE/4NE/4NE/4, NW/4, S/2, W/2NE/4, SE/4NE/4
Section 21: S/2S/2, W/2NE/4, NW/4, N/2S/2
Section 28: All
Section 32: E/2, SW/4, S/2NW/4, NE/4NW/4
Section 33: All
Section 17: S/2NE/4, W/2, SE/4
Section 18: Lots 1-4, E/2W/2, E/2
Section 27: SW/4, SW/4NW/4, SW/4SE/4
Section 31: All
Section 34: E/2E/2, E/2W/2, W/2E/2, W/2W/2
Section 35: SW/4, SW/4NW/4

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor, and Anschutz Wyoming Corporation, as Assignee.

Land Agreements

- Hoback Basin Letter Agreement dated November 14, 1997 by and between Ultra Petroleum (U.S.A.) Inc. and Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. and Mountain Gas Resources, Inc.
- Agreement for Assignment of Novi Leases and for a Net Profits Interest Pinedale Unit Area Sublette County, Wyoming, dated March 31, 1954, by and between Malco Refineries Inc., El Paso Natural Gas Company, Continental Oil Company, Parties of the First Part, and Novi Oil Company, Party of the Second Part.
- Supplemental Accounting Agreement Net Profits Interest Pinedale Unit Area, Sublette County, Wyoming, dated May 7, 1954, between El Paso Natural Gas Company, Continental Oil Company, and Malco Refineries, Inc.
- Assignment and Bill of Sale dated August 7,1997 by and between Burlington Resources Oil and Gas Company and Ultra Resources, Inc.
- Southwestern Wyoming Revised CNG/Fossil Agreement dated March 15, 1994 by and between CNG Producing Company (CNG) and Fossil Associates.
- Agreement dated July 18, 1996 between Ultra Petroleum and John E. Lucken and Mary T. Lucken, Trustees for the John E. Lucken Trust UTA dated 3/17/89 (Lucken) and Melange Associates, Inc. and Brian Hughes.
- Operating Agreement dated May 4, 1998 by by and between Ultra Petroleum (USA) Inc. as Operator and Western Gas Resources, non-operator.

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor, and Anschutz Wyoming Corporation, as Assignee.

Operational Agreements

- Gas Gathering Agreement dated September 12, 1997 by and between Ultra Petroleum (U.S.A.) Inc., Ultra Resources, Inc and Questar Gas Management Company.
- Hoback Basin Letter Agreement dated November 14, 1997 by and between Ultra Petroleum (U.S.A.) Inc. and Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. and Mountain Gas Resources, Inc.
- Gas Gathering Agreement dated November 7, 1997 by and between Jonah Gas Gathering Company and Ultra Resources, Inc.
- Gas Purchase Agreement dated 8/1/98 by and between Western Gas Resources, Inc. and Ultra Resources, Inc.

RELEASE OF MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT AND FINANCING STATEMENT

STATE OF WYOMING)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ULTRA PETROLEUM (USA) INC., (herein called "Mortgagor") to secure the indebtedness recited therein has heretofore executed and delivered to WESTERN GAS RESOURCES, INC., as "Mortgagee" and "Secured Party", that certain Mortgage, Assignment and Security Agreement and Financing Statement dated February 1, 1997, (recorded June 10, 1997, in Book 104 O&G, Page 717, of the O&G records of the County Clerk of Sublette County, Wyoming), which foregoing instrument is referred to herein as the "Mortgage".

WHEREAS, the Mortgagor has fully performed and paid and fully discharged its obligations under and secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagee has this day released, discharged and reassigned, and hereby releases, discharges and reassigns unto Mortgagor and its assignees all right, title and interest in and to, all of the Mortgaged Property, as defined in and encumbered by the Mortgage (and as described on Exhibit A, attached hereto), and the lien created thereby, in which the Mortgagee may have any interest or to which it may be entitled by virtue of the Mortgage, and does hereby declare the Mortgaged Property, as defined in and encumbered by the Mortgage, fully released, discharged and reassigned from any and all liens, security interests and assignments created by virtue of the Mortgage and from any and all other liens, security interests and assignments, legal and equitable, held by the Mortgagee covering and affecting the Mortgaged Property.

273684

Executed as of the 7th day of June, 1999.

RECORDED June 21 1999 11:15 AM
IN BOOK 111 O&G PAGE 554
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

MORTGAGEE AND SECURED PARTY:
WESTERN GAS RESOURCES, INC.

By: _____
John C. Walter
Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 7th day of June, 1999, by John C. Walter as the Executive Vice President of WESTERN GAS RESOURCES, INC.

Witness my Hand and Official Seal.

My Commission expires: 09-16-2000.

_____
Notary Public
Rosalyne I. Condos

NOTARY PUBLIC ROSALYNE I. CONDOS STATE OF COLORADO

EXHIBIT A

Mortgaged Property Being Released

Federal Oil and Gas Lease No. W-118155
Lessee: Onager Enterprises
Dated: November 6, 1989

Lands Covered by Mortgage: Township 29 North, Range 108 West, 6th P.M.
Section 21: SE/4
Section 23: S/2
Section 24: SW/4

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ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment, made and entered into this the 18th day of May, 1953, by and between Patricia Gaylord Andersen, hereinafter called Assignor, and Fred M. Manning, hereinafter called Assignee,

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE
MAY 28 1953
CHEYENNE, WYOMING

WITNESSETH:

THAT the undersigned Assignor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to her in hand paid by said Assignee, the receipt of which is hereby confessed and acknowledged, without any warranty of title whatsoever, either express or implied, has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer and convey, unto the said Assignee, an overriding royalty equal to two per cent (2%) of the market value at the wells, as produced, of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from that certain oil and gas lease made and entered into by and between the United States of America acting by and through the Commissioner of Public Lands, as Lessor, and R. L. Manning, as Lessee, bearing Wyoming Serial Number 015317, under date of June 1, 1952 and covering the following described land in Sublette County, State of Wyoming, to-wit:

Township 33 North, Range 109 West, 6th P.M.

Section 34: W½ E½; E½ W½

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 01 1999
BUREAU OF LAND MANAGEMENT

Township 32 North, Range 109 West, 6th P.M.

Section 4: Lots 3, 4, SW¼
Section 9: All
Section 15: W½
Section 21: NW¼
Section 22: N½

or any modifications or extensions or renewals thereof.

To have and to hold said overriding royalty unto the said Assignee, his personal representatives and assigns forever.

273685

RECORDED June 21 1999 11:15A M
IN BOOK 111 O+G PAGE 556
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

In Witness Whereof, this assignment is executed in quadruplicate on the day and year first above written.

Patricia Gaylord Anderson

Patricia Gaylord Anderson

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

Personally came before me, this 18th day of May, 1953, the above named Patricia Gaylord Anderson, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

H. E. Huntington

Notary Public in and
for County of Chaves,
State of New Mexico

My Commission expires: June 30, 1956

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 01 1999

BUREAU OF LAND MANAGEMENT

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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-106160

Lease Effective Date
(Anniversary Date)
August 1, 1988

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. 8: Lots 6, 7, NE¼NE¼ Sec. 18: Lots 1, 2, 3, 4, E½W½ Sec. 34: All Containing 1,057.25 acres, more or less, Sublette County, Wyoming	100%	100%	None	None	6.5% of 8/8ths

273686

RECORDED June 21 1999 11:15 AM
IN BOOK 111 Oto PAGE 558
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Rocks

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 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 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 28th day of May, 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 _____ day of _____, 19

Assignee ULTRA RESOURCES, INC.
By R.G. "Jerry" Albertus
(Signature)
or
Attorney-in-fact _____
(Signature)
R.G. "Jerry" Albertus President

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.

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

*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 28th day of May, 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-115609

Lease Effective Date (Anniversary Date): April 1, 1989

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. 6: Lots 7, 14, E½SW¼, N½SE¼ Sec. 7: Lots 7-13, SE¼ Sec. 8: Lots 1,5, SE¼NE¼, S½ Sec. 17: N½ 273687 Containing 1,342.18 acres, more or less, Sublette County, Wyoming	100%	100%	None	None	6.5% of 8/8ths

RECORDED June 21 1999 11:15A M
IN BOOK 111 O+G PAGE 561
FEES $ 0.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Cook

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)

561

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 five 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 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 28th day of May, 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 Colorado 80111
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

R.G. "Jerry" Albertus
President

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.

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

*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 28th day of May, 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

564

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 89-00641 Assignment Approval Date - _____

ASSIGNOR, with name and address at, Shama-Kafar Limited Partnership
6400 S. Fiddler's Green Circle
Plaza Tower One, Suite 1977
Englewood, CO 80111

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:

All of Section 16, Township 30 North, Range 109 West, 6th P.M.,
Sublette County, Wyoming, containing 640.00 acres, more or less,

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

1) ASSIGNEE, with name and address at: Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112

100 percent interest in the total leasehold, or as described in particular a[redacted]

273688

RECORDED June 19 11:54 M
IN BOOK 111 O&G PAGE 564
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lofton

2) ASSIGNEE, with name and address at: Z

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at: Z

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at: Z

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at: Z

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, (none)

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 #* 89-00641 *assignment dated* May 28, 1999

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 28th day of May 19 99.

ASSIGNOR -	Assignee (1) -
SHAMA-KAFAR LIMITED PARTNERSHIP	ULTRA RESOURCES, INC.
By - Gilman A. Hill	By - R.G. "Jerry" Albertus
Title - Gilman A. Hill, General Partner	Title - President

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 28th day of May, 1999.

WITNESS my hand and official seal.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO

JoAnn Sarver, Notary Public

My Commission Expires 11-21-2002
My commission expires November 21, 2002

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.

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.

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

566

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, High Plains Associates, Inc., herein called "Lessee" is the owner of the following described Oil, Gas and Mineral Lease, dated May 5, 1997, recorded in Volume 105, at page 502 of the County Records of Sublette County (Parish), State of Wyoming, between Jeptha E. Richie, a single man and Norman H. Richie, a single man as Lessor(s), and High Plains Associates, Inc., as Lessee, in so far as said lease covers the following lands situated in said County (Parish) and State:

273689

RECORDED June 10 11:15 AM
IN BOOK 111 OTG PAGE 566
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

Township 31 North, Range 108 West, 6th P.M.

Section 4: Lot 2(40.24 acres), Lot 3(40.40 acres) & Lot 4(40.56 acres)

Township 32 North, Range 108 West, 6th P.M.

Section 21: E/2
Section 28: E/2
Section 33: E/2 & SW/4
Section 34: All of the SW/4 lying South and East of the East Fork River

Excepting And Reserving Therefrom the following described tracts, to wit:

1. A parcel or tract of land situate in the SE/4SE/4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows: Beginning at the Southeast corner of Section 33, thence North along the East line of the Section, a distanc eof 295.16 feet; thence N.89degrees50minutes West, parallel with the south line of the section, a distance of 295.16 feet; thence South, parallel with the East line of the section, a distance of 295.16 feet; thence S.89degrees50minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning.

2. A parcel or tract of land situate in the SE/4NE/4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows: Beginning at a point which bears South 139.7 feet distant from the Northeast Corner of the SE/4NE/4 of Section 33; thence South 696.02 feet; thence West 208.70 feet; thence North 153.81 feet; thence West 208.70 feet; thence North 264.51 feet; thence East 208.70 feet; thence North 277.70 feet; thence East 208.70 feet to the point of beginning.

WHEREAS, the undersigned desire to ratify, adopt and confirm said lease;

THEREFORE, for valuable consideration paid to the undersigned, receipt of which is hereby acknowledged, the undersigned hereby ratify, adopt and confirm said lease, and hereby grant, lease, and let to Lessee, or its heirs, successors, and assigns, the land covered by said lease, as set out above, upon and subject to the same terms and conditions set out in said lease; provided however, the undersigned shall not be paid any portion of the initial bonus considerations nor rentals payable under said lease, but such bonus considerations and rentals shall be paid to Lessor therein named, his (her) heirs, legal representatives, or assigns. And I do hereby agree and declare that said lease in all of its terms and provisions is binding on me and is a valid and subsisting oil, gas and mineral lease.

Witness our hands and seals this 5th day of May, 1997.

267394

John Wade Roop

RECORDED Mar 21 1998 4:30 PM
IN BOOK 107 OTG PAGE 658
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

WY-1061

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State Of Utah
County of Salt Lake ss.

Acknowledgement-Individual
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th Day of May, 1997, personally appeared John Wade Roop and _____ to me known to be the identical person(s) described in and who executed the within 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.

Notary Public
ALTA L. BENNETT
474 West 900 North
Salt Lake City, Utah 84103
My Commission Expires
January 1, 1998
State of Utah

My Commission Expires _____

Alta L. Bennett
Notary Public
Address: Salt Lake City, Utah

State Of _____
County of _____ ss.

Acknowledgement-Individual
(For use in all states)

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

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

My Commission Expires _____

_____
Notary Public
Address: _____

State Of _____
County of _____ ss.

Acknowledgement-Corporate
(For use in all states)

On this _____ day of _____, A.D. 19____, before me personaly 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.

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: _____

[redacted] COUNTY, PINEDA[redacted]

567

568

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, High Plains Associates, Inc., herein called "Lessee" is the owner of the following described Oil, Gas and Mineral Lease, dated May 5, 1997, recorded in Volume 105, at page 502 of the County Records of Sublette County (Parish), State of Wyoming, between Jeptha E. Richie, a single man and Norman H. Richie, a single man as Lessor(s), and High Plains Associates, Inc., as Lessee, in so far as said lease covers the following lands situated in said County (Parish) and State:

Township 31 North, Range 108 West, 6th P.M.

273690

Section 4: Lot 2(40.24 acres), Lot 3(40.40 acres) & Lot 4(40.56 acres)

RECORDED June 21 1997 11:15A M
IN BOOK 111 O+G PAGE 508
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Township 32 North, Range 108 West, 6th P.M.

Section 21: E/2
Section 28: E/2
Section 33: E/2 & SW/4
Section 34: All of the SW/4 lying South and East of the East Fork River

Excepting And Reserving Therefrom the following described tracts, to wit:

1. A parcel or tract of land situate in the SE/4SE/4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows: Beginning at the Southeast corner of Section 33, thence North along the East line of the Section, a distanc eof 295.16 feet; thence N.89degrees50minutes West, parallel with the south line of the section, a distance of 295.16 feet; thence South, parallel with the East line of the section, a distance of 295.16 feet; thence S.89degrees50minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning.

2. A parcel or tract of land situate in the SE/4NE/4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows: Beginning at a point which bears South 139.7 feet distant from the Northeast Corner of the SE/4NE/4 of Section 33; thence South 696.02 feet; thence West 208.70 feet; thence North 153.81 feet; thence West 208.70 feet; thence North 264.51 feet; thence East 208.70 feet; thence North 277.70 feet; thence East 208.70 feet to the point of beginning.

WHEREAS, the undersigned desire to ratify, adopt and confirm said lease;

THEREFORE, for valuable consideration paid to the undersigned, receipt of which is hereby acknowledged, the undersigned hereby ratify, adopt and confirm said lease, and hereby grant, lease, and let to Lessee, or its heirs, successors, and assigns, the land covered by said lease, as set out above, upon and subject to the same terms and conditions set out in said lease; provided however, the undersigned shall not be paid any portion of the initial bonus considerations nor rentals payable under said lease, but such bonus considerations and rentals shall be paid to Lessor therein named, his (her) heirs, legal representatives, or assigns. And I do hereby agree and declare that said lease in all of its terms and provisions is binding on me and is a valid and subsisting oil, gas and mineral lease.

Witness our hands and seals this 5th day of May, 1997. 267395

JoAnn Ring
JoAnn Ring

RECORDED May 21 1998 4:30pM
IN BOOK 107 O+G PAGE 160
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

WY-1064

[redacted] [redacted] [redacted]

State Of Oklahoma
County of Pottawatomie ss.

Acknowledgement-Individual
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th Day of May, 1997, personally appeared JoAnn Ring and _____ to me known to be the identical person(s) described in and who executed the within foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

JAMES STANLEY DEER JR. NOTARY PUBLIC STATE OF OKLAHOMA POTTAWATOMIE COUNTY

My Commission Expires _____

Notary Public
Address: 1939 N Harrison, Shawnee OK 74801

State Of _____
County of _____ ss.

Acknowledgement-Individual
(For use in all states)

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

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

My Commission Expires _____

Notary Public
Address: _____

State Of _____
County of _____ ss.

Acknowledgement-Corporate
(For use in all states)

On this _____ day of _____, A.D. 19____, before me personaly 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.

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: _____

M_____C

569

570

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148307

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Hanson & Strahn Inc
   Street: PO Box 3020
   City, State, Zip Code: Cheyenne, WY 820033020

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

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

273697

RECORDED June 21 1999 4:05P M
IN BOOK 111 OF G PAGE 570
FEES $26.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

Amount remitted: Filing fee $ _____ Rental fee $ _____

Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 111OW 06th Meridian WY State Sublette County
sec. 019 NWNENW;
T. 028ON R. 112OW 06th Meridian WY State
sec. 024 LOTS 7,8,12;
024 SWSE;

Total acres in lease 176.470
Rental retained $ 265.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title) MAY 11 1999 (Date)

EFFECTIVE DATE OF LEASE JUN 01 1999

(Continued on reverse) $56.00

FOR LESSEE

75893-000

[redacted] State or Territory th[redacted]parties holding an interest in the offer are in compliance with [redacted]0 and the leasing authorities; (3) offeror's chargeable interest [redacted]ndirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

57a

WYW148307

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	4-6-99

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 120	$105/AC	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Print or Type Name of Lessee
HANSON & STRAHN, INC.
P.O. Box 3029
Address of Lessee
Cheyenne, WY 82003
(307) 632-3944
City State Zip Code

Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse) 426.00

OPTIONAL USE COPY

75 [illegible]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be 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; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

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 bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or 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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours 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 (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

WYW148307

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

[redacted] [redacted] WYW148307 [redacted]

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

WYW148307

SPECIAL LEASE NOTICE

THREATENED, ENDANGERED, CANDIDATE, OR OTHER SPECIAL STATUS PLANT AND ANIMAL SPECIES

The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species are present. (Endangered Species Act of 1973 as amended, Sections 2 and 7.)

SPECIES: Cirsium aridum (Cedar Rim Thistle);

[redacted] [redacted] [redacted]

WYW148307

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW148307

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use between Feb 1 and July 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey;

For the purpose of:

(3) protecting raptor nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW148307

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas not protected by NSO will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW148307

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

[redacted] [redacted]

LEASE NO.: [redacted]0598

PARCEL NO.: 873

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**:

Hanson & Strahn, 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, to wit:

640.00 All Section 36, Twp. 32 N., Rg. 113 W., 6th P.M.

RECORDED June 21 1999 M 4:05p
IN BOOK 111 Otc PAGE 581
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
273698

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.

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 November, 1998 A.D.

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

By: _____
Director
Office of State Lands and Investments

No Affidavit Required

LESSEE: Hanson & Strahn, Inc.
Marc Randal Strahn, President

Address: P.O. Box 3020

City: Cheyenne State: WY Zip: 82003

Telephone No. (307) 632-3944

75885-000

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 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 subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the 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 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.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

RECORDED June 21 1999 M 4:05p
IN BOOK III 046 PAGE 583
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

273699

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF SUBLETTE)

ULTRA RESOURCES INC., a Wyoming corporation, and ULTRA PETROLEUM (USA) INC., a Colorado corporation, with offices at 304 Inverness Way South, Suite 295, Englewood, Colorado 80112 (collectively, "Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby assign, transfer, grant and convey unto Questar Exploration and Production Company, a Texas corporation, with offices at 1331 Seventeenth Street, Suite 800, Denver, Colorado 80202 ("Assignee"), an undivided fifty percent (50%) of Assignor's right, title, and interest in and to the following assets:

A. All leasehold estates, mineral estates, surface estates and other estates and rights (including, without limitation, mineral interests, royalty interests, working interests, operating rights interests, record title interests, overriding royalty interests, production payment interests, net profit interests and any other property, interests or rights) created by or burdening the leases, licenses, subleases, sublicenses, easements, rights-of-way, and other documents and instruments described in Exhibit "A" (collectively, the "Leases"), insofar as the Leases cover or relate to the land described in Exhibit "A" hereto (the "Land"), and any other estates, property, interests and rights created by the Leases (insofar as the Leases cover or relate to the Land) or covering or relating to all or any part of the Land; together with any and all other right, title and interest of Assignor of whatever kind or character in and to the Land or the Leases (insofar as the Leases cover or relate to the Land) and in or attributable to production therefrom; including, without limitation, the leasehold interests, overriding royalty interests, mineral interests and other interests described in Exhibit "A" hereto;

B. All property, interests and rights created by and all right, title and interest in, to and under all farmouts, farmins, participation agreements, unit agreements, communization agreements, pooling agreements, unit operating agreements, joint operating agreements, and similar contracts or agreements that cover, affect or otherwise relate to the Land or the Leases (insofar as the Leases cover or relate to the Land) (the "Land Agreements"); including, without limitation, the contracts and agreements described in Exhibit "B" hereto;

C. All gas purchase contracts, product purchase and sale agreements, transportation and gathering agreements, disposal agreements and exchange or processing agreements related to the Land or the Leases (insofar as the Leases cover or relate to the Land) (the "Operational Agreements"), including, without limitation, the contracts and agreements described in Exhibit "C" hereto;

D. All wells, equipment, materials, fixtures and improvements now or as of the Effective Time located on the Land or the Leases (insofar as the Leases cover or relate to the Land), appurtenant thereto or used or obtained in connection with the Land, the Leases (insofar as the Leases cover or relate to the Land), or the wells located thereon, or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and other appurtenances thereunto belonging (the "Equipment"), including, without limitation, the equipment and wells described in Exhibit "D" hereto; and

E. All records, logs, files, abstracts, title opinions, surveys, division orders, unitization agreements and other data in Sellers' possession;

Reserving, however, unto Assignor, with respect to each of the oil and gas leases described in Exhibit "A" whose land owner's royalties, overriding royalties and other burdens on Assignor's interest therein total less than a proportionate twenty percent (20%), an overriding royalty interest in an amount equal to the difference between twenty percent (20%) and the existing landowners royalties overriding royalties and other burdens, which overriding royalty interest shall be proportionally reduced to the leasehold interest assigned hereby to Assignor: and

Excluding from the assignment hereunder, all of Assignor's right, title and interest in and to the "Excluded Lands" described in Exhibit "A" hereto.

The right, title and interest assigned, transferred, granted and conveyed hereunder, subject to the foregoing reservation and exclusion, shall be referred to herein as the "Interests."

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

The "Effective Time" of this Assignment, Bill of Sale and Conveyance is May 1, 1999 at 7:00 a.m. Mountain Daylight Time.

This Assignment, Bill of Sale and Conveyance is subject to all of the terms and conditions of that certain Purchase and Sale Agreement, by and between Assignor and Assignee, dated May 17, 1999 (the "Agreement").

Assignor hereby represents and specially warrants that the Interests are assigned, transferred, granted and conveyed to Assignee free and clear of all prior transfers, assignments, claims, liabilities, liens, security interests and other burdens created by, through or under Assignor, and Assignor agrees to defend the title to the Interests against the lawful claims and demands of all persons or entities claiming the same or any part thereof by, through or under Assignor.

Assignor hereby represents and warrants to Assignee that the Equipment and other tangible personal property and fixtures forming a part of the Interests are in good repair and condition and are adequate for the normal operation of the Interests in accordance with prudent industry standards, and the Interests include all equipment necessary for the proper operation of the Interests.

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

The property, interest and rights assigned herein include all right, title and interest of Assignor in and to the Land and the Leases (insofar as the Leases cover the Land), whether or not such right, title and interest is described in Exhibit "A" hereto, and any references in Exhibit "A" to depth limitations, horizons, formations, zones, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, "Working Interests," "WI," "Net Revenue Interests" or "NRI" contained in Exhibit "A" are for the purposes of defining the nature and extent of Assignor's warranties and shall not be deemed to limit or restrict this Assignment, Bill of Sale and Conveyance.

The references herein to liens, encumbrances, letter and other agreements, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

The interests assigned, transferred, granted and conveyed unto Assignee hereunder shall have no responsibility for and shall not be burdened by any obligations or liabilities except as it proportionately relates to the Interests attributable to the Stewart 3-28 Well (as to the wellbore only) located in the NE/4NE/4 of Section 28, Township 33 North, Range 109 West, 6th P.M., that certain First Amended and Restated Jonah Field Development Agreement, dated as of April 1, 1998, between Halliburton Energy Services, Inc. and Assignor; and the right, title and interest retained by Assignor shall bear the entire burden thereof. Assignor, and its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify and save and hold Assignee and its directors, officers, employees, agents and shareholders harmless from and against any and all Claims relating to or arising out of such agreements or a claim that such agreements and the liabilities and obligations thereunder burden the Interests.

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of Sublette County, Wyoming.

This Assignment, Bill of Sale and Conveyance 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.

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, 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 herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

This Assignment, Bill of Sale and Conveyance shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the 18 day of June, 1999, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR

ULTRA RESOURCES INC., and
ULTRA PETROLEUM (USA) INC.

BY: _____
Michael D. Watford
Chairman and Chief Executive Officer

ASSIGNEE

QUESTAR EXPLORATION AND PRODUCTION COMPANY

* BY: _____ President
G.L. NORDLOH
PRESIDENT & CEO

*CONTINUATION PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED JUNE 17, 1999

ACKNOWLEDGMENTS

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Michael D. Watford, Chairman and Chief Operating Officer of Ultra Resources Inc., a Wyoming corporation, and of Ultra Petroleum (USA) Inc., a Colorado corporation, this 16 day of June, 1999.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Witness my hand and official seal.

Notary Public in and for the STATE of COLORADO

My commission expires: MY COMMISSION EXPIRES MARCH 17, 2000

STATE OF ~~COLORADO~~ UTAH)
)
COUNTY OF ~~ARAPAHOE~~ SALT LAKE)

The foregoing instrument was acknowledged before me by G. L. Nordloh, the President of Questar Exploration and Production Company, a Texas corporation, this 18th day of June, 1999.

Witness my hand and official seal.

Notary Public in and for the STATE of ~~COLORADO~~ UTAH

My commission expires: 3-1-2003

NOTARY PUBLIC SUSAN K. STONE 180 East 100 South Salt Lake City, Utah 84111 My Commission Expires March 1, 2003 STATE OF UTAH

EXHIBIT "A"

Attached to and made a part hereof that Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Questar Exploration and Production Company, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1129	BLM WYW-015315	Mary Guenzel	08/01/52	T32N-R109W Sec 7: Lts 2,5,7,8,11,12 Sec 18: E/2 Sec 21: W/2 Sec 19: E/2 Sec 20: All Surface to 12,050 ft Below 12,050 ft	1840.0000	1840.0000	109	271
WY-1131	BLM WYW-015317	R.L. Manning	06/01/52	T32N-R109W Sec 4: Lts 8,9,10,15,16 Sec 9: N/2, N/2S/2, SESE Sec 15: W/2 Sec 21: NE Sec 22: N/2 Surface to 12,050 ft Same lands BELOW 12,050 ft	1520.1700	1520.1700		

689

EXHIBIT "A"

Attached to and made a part hereof that Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Questar Exploration and Production Company, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1138	BLM WYW-08589	Jean Harmon	10/01/51	T32N-R109W Sec 5: Lts 2,3,4, SE, N/2SW, SESW Sec 6: Lts 1,2,3,4,5,6,7,9,10, N/2SE Sec 7: S/2SE Sec 8: E/2NW, SWSW, E/2SW, E/2 Sec 17: N/2NE, SWNE, W/2SE, W/2, SESE Surface to 12,050 ft Same lands BELOW 12,050 ft	1896.5500	1896.5500		
WY-1148	BLM WYW-016167	H.E. Harrington	07/01/52	T32N-R109W Sec 3: Lt 4, SWNW, W/2SW, SESW Surface to 12,050 ft Same lands BELOW 12,050 ft	171.2000	171.2000		

All lands are within Sublette County, Wyoming

590

Exhibit "A"

Attached to and made a part hereof that Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources Inc., Ultra Petroleum (USA) Inc., Assignor and Questar Exploration and Production Company, Assignee

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1139	BLM WYW-08592	Gwen Keif	10/01/51	T33N-R109W Sec 21: S/2S/2 Sec 28: All Sec 29: S/2N/2N/2, NENENE, S/2N/2, S/2 Sec 32: E/2 Sec 33: All Sec 34: W/2W/2	2480.0000	2480.0000	108	295
WY-1140	BLM WYW-08593	Gwen Keif	10/01/51	T33N-R109W Sec 17: S/2NE, W/2, SE Sec 18: Lts 1-4, E/2W/2, E/2 Sec 19: W/2E/2, W/2E/2E/2, NENENE Sec 21: W/2NE, NW, N/2S/2 Sec 20: N/2NWNW, N/2NENW, N/2NENE, N/2NWNE, SENENE, E/2SENE, E/2SESE, E/2NESE	1988.9200	1988.9200		
WY-1148	BLM WYW-016167	H.E. Harrington	07/01/52	T33N-R109W Sec 19: Lts 1-4, E/2W/2 Sec 27: SW, SWNW, SWSE Sec 30: W/2NENE, SENENE, NW, S/2, W/2NE, SENE Sec 31: All sec 34: E/2E/2 Sec 35: SW, SWNW	2176.3200	2176.3200		
WY-1129	BLM WYW-015315	Mary Alice Guenzel	06/01/52	T33N-R109W Sec 32: SW, S/2NW, NENW	280.0000	280.0000	109	271
WY-1131	BLM WYW-015317	R.L. Manning	06/01/52	T33N-R109W Sec 34: E/2W/2, W/2E/2	320.0000	320.0000	108	504

All lands are within Sublette County, Wyoming

6/15/99

EXHIBIT "A" (Cont'd)

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated June 18, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Questar Exploration and Production Company, as Assignee.

It is the intent of Assignor that Exhibit "A" covers and includes those lands owned and to be earned by Assignor, as covered by that certain Farmout and Option Agreement dated March 31, 1997, by and between Sellers and Buyer. The following lands are specifically excluded:

Excluded Lands

Township 32 North, Range 109 West
Section 5: SW/4SW4
Section 6: Lot 8, S/2SE/4
Section 7: Lots 1 and 6, N/2SE/4, NE/4
Section 8: W/2NW/4, NW/4SW/4
Section 9: S/2SW/4, SW/4SE/4
Section 16: N/2, N/2S/2, S/2SW/4, SW/4SE/4
Section 17: SE/4NE/4, NE/4SE/4

Township 33 North, Range 109 West
Section 19: SE/4NE/4NE/4, E/2SE/4NE/4, E/2NE/4SE/4, E/2SE/4SE/4
Section 20: SW/4, W/2SE/4, W/2NE/4SE/4, W/2SE/4SE/4, W/2SE/4NE/4, SW/4NE/4NE/4, S/2NW/4, SW/4NE/4, S/2NW/4NW/4, S/2NE/4NW/4, S/2NW/4NE/4
Section 29: N/2NW/4NW/4, N/2NE/4NW/4, N/2NW/4NE/4, NW/4NE/4NE/4
Section 30: NE/4NE/NE/4

Township 33 North, Range 109 West
Sections 1-16: All
Section 17: N/2NE/4
Section 21: E/2NE/4
Sections 22-26: All
Section 27: N/2N/2, SE/4NW/4, NE/4, N/2SE/4, SE/4SE/4
Section 32: NW/4NW/4
Section 35: N/2NW/4, SE/4NW/4, NE/4, SE/4
Section 36: All

Township 32 North, Range 109 West
Sections 1-2: All
Section 3: Lots 1-3, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4
Section 4: Lots 5-7, 11-14
Section 5: Lot 1
Section 7: Lots 3,4,8,10
Sections 10-14: All
Section 15: E/2
Section 18: Lots 1-12
Section 19: Lots 1-12
Section 21: SE/4
Section 22: S/2
Sections 23-29: All
Section 30: All
Section 31: All
Sections 32-36: All

Township 32 North, Range 108 West
Sections 1-36: All

EXHIBIT "A" (Cont'd)

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated June 18, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor, and Questar Exploration and Production Company, as Assignee.

Easements and Rights of Way

- Bureau of Land Management Right-of-Way WYW-144704 effective June 9, 1998.
- Bureau of Land Management Right-of-Way WYW-144722 effective July 6, 1998.
- Bureau of Land Management Right-of-Way WYW-145842 effective July 10, 1998.
- Bureau of Land Management Right-of-Way WYW-142319 effective August 20, 1997 as amended June 18, 1998.
- State of Wyoming Temporary Use Permit No. TP-0880 commencing June 24, 1998 for access road to Mesa 3-22 Well.
- State of Wyoming Temporary Use Permit No. TP-0879 commencing June 24, 1998 for access road to Stewart Point 3-28 Well.

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Questar Exploration and Production Company, as Assignee.

Land Agreements

- Farmout and Option Agreement dated March 31, 1997 by and between Celsius Energy Company and Ultra Resources, Inc.
- Agreement for Assignment of Novi Leases and for a Net Profits Interest Pinedale Unit Area Sublette County, Wyoming, dated March 31, 1954, by and between Malco Refineries Inc., El Paso Natural Gas Company, Continental Oil Company, Parties of the First Part, and Novi Oil Company, Party of the Second Part.
- Supplemental Accounting Agreement Net Profits Interest Pinedale Unit Area, Sublette County, Wyoming, dated May 7, 1954, between El Paso Natural Gas Company, Continental Oil Company, and Malco Refineries, Inc.
- Assignment and Bill of Sale dated August 7,1997 by and between Burlington Resources Oil and Gas Company and Ultra Resources, Inc.
- First Amended and Restated Jonah Field Development Agreement dated April 1, 1998 by and between Halliburton Energy Services, Inc., Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., insofar and only insofar as said agreement relates to the wellbore of the Stewart Point 3-28 Well.
- Agreement dated July 18, 1996 between Ultra Petroleum and John E. Lucken and Mary T. Lucken, Trustees for the John E. Lucken Trust UTA dated 3/17/89 (Lucken) and Melange Associates, Inc. and Brian Hughes.
- Unit Agreement and Unit Operating Agreement dated May 1, 1980 for the Mesa Unit.

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Questar Exploration and Production Company, as Assignee.

Operational Agreements

- Gas Gathering Agreement dated September 12, 1997 by and between Ultra Petroleum (U.S.A.) Inc., Ultra Resources, Inc and Questar Gas Management Company.
- Gas Gathering Agreement dated November 7, 1997 by and between Jonah Gas Gathering Company and Ultra Resources, Inc.
- Nomination Agency Agreement dated February 1, 1998 by and between Ultra Petroleum and Mercator Energy
- Lease Purchase Agreement Number 9191R01 between Equiva Trading Company and Ultra Petroleum (USA) Inc.

EXHIBIT "D"

Wells and Equipment

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Questar Exploration and Production Company, as Assignee.

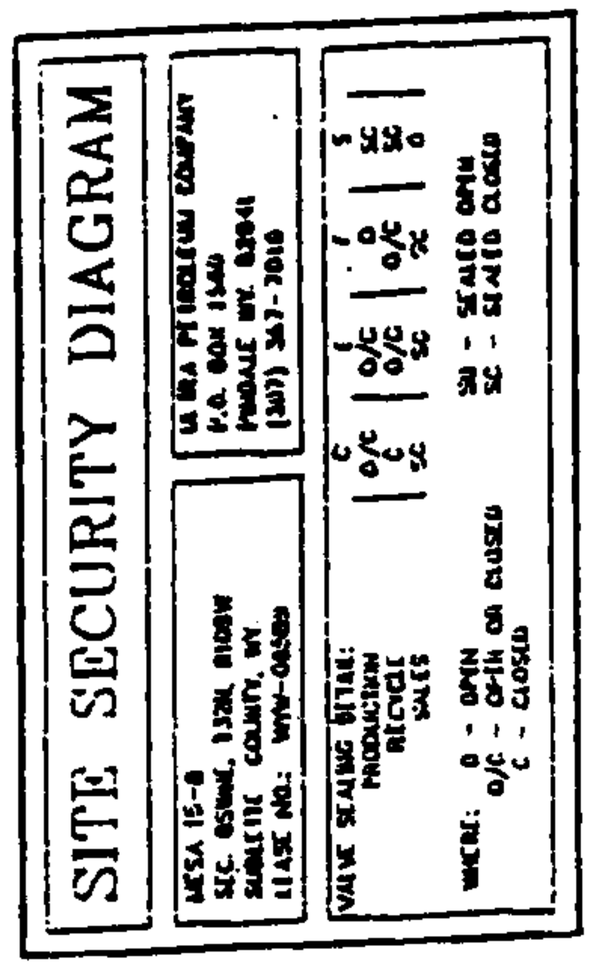
Well Name	Description	County	State	BPO		APO	
				WI	NRI	WI	NRI
Mesa 15-8	SW/4SE/4 – Sec. 8 T32N-R109W	Sublette	WY	85.00%	68.242165%	55.250%	45.258955%
Stewart Point 3-28	NE/4NW/4 – Sec. 28 T33N-R109W	Sublette	WY	76.50%	20.79786375 %	57.375%	15.767682%
Mesa 3-22d	NE/4NW/4 – Sec. 22 T32N-R109W	Sublette	WY	85.00%	71.081250%	55.250%	46.202813%

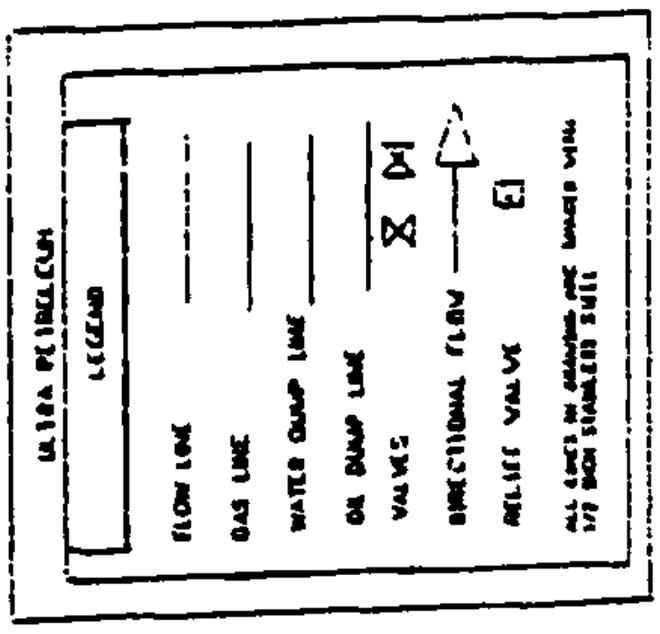
EXHIBIT "D" (Cont'd)

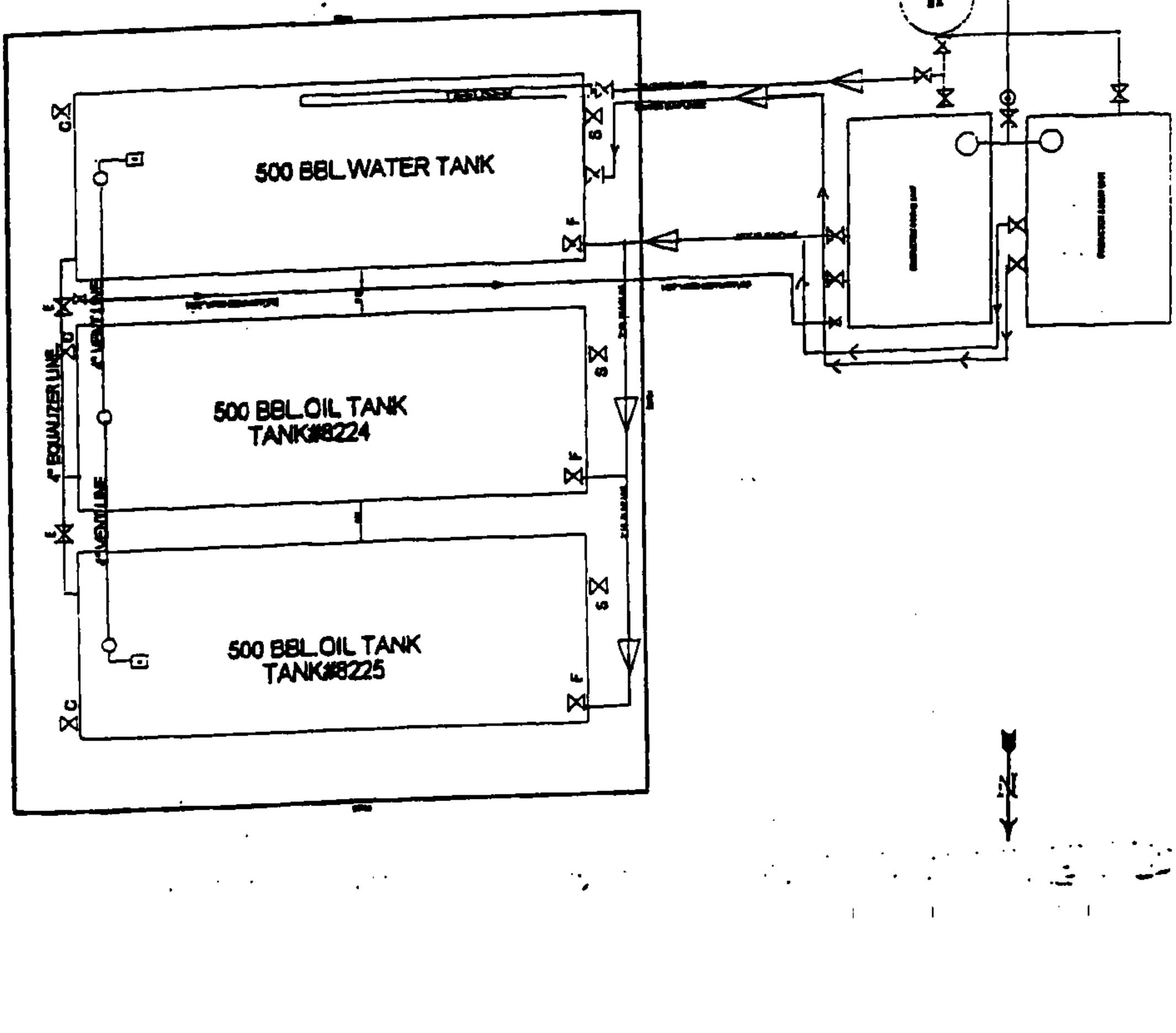
Wells and Equipment

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective May 1, 1999 by and between Ultra Resources, Inc. and Ultra Petroleum (USA) Inc., as Assignor and Questar Exploration and Production, as Assignee.

EXHIBIT "D" (Cont'd)







State of Wyoming
Statement of Oilfield Equipment For Tax Year 1998

Mesa 15-8

Ultra Petroleum
303-343-3636
P.O. Box 1358
Pinedale, WY 82941

SWNE, SEC 8, T32N, R109W
API # 4903521680000
Sublette County
Tax District # 101

Amount	Description	Size	Model or S/N	Year Built	Year Purchased	Cumulative Cost
1	Flash Tank	16" x 5'	T-19706	1997	1997	$6,500.00
1	Unit #1 Combination Unit Dehy/Production Unit Mfg., by Cimarron	20" x 78"	10353	1997	1997	$53,000.00
1	Unit #1 Production Unit Separator	20" x 9'6"	T-19707	1997	1997	
1	Unit #1 Contact Tower (Weight 5,200 BLs.)	24" X 12'	T-19713	1997	1997	
1	Unit #2 Combination Unit Dehy/Production Unit Mfg., by Cimarron	20" X 78"	10371	1997	1997	$53,000.00
1	Unit #2 Production Unit Separator	20" x 9'6"	T-19726	1997	1997	
1	Unit #2 Contact Tower (Weight 5,200 BLs.)	24" X 12'	T-19725	1997	1997	
1	Horizontal Water Storage Tank (500 BBL capacity)	10' X 30'	31907	1/67	1997	$7,500.00
1	Horizontal Oil Storage Tank (500 BBL capacity) Tank #8224	10' X 30'	EL-5229-001-01	10/73	1997	$7,500.00
1	Horizontal Oil Storage Tank (500 BBL capacity) Tank #8225	10' X 30'	32477	Jul-68	1997	$7,500.00
1	O.C.T. Well-head assembly				1997	$15,900.00
1	Methanol Tank	500 Gal. cap.	3500-1	1997	1997	$500.00
1	Glycol Tank	500 Gal. cap.		1997	1997	$500.00
1	Inlet Motor Valve	8" X 36"	T-19693	1997	1997	
2.50 x 94'	Flow-line from well-head to Production Equipment			1997	1997	$298.92
1" x 154'	Dump lines, trace lines, etc. from production equipment to tanks			1997	1997	$277.20
2" x 70'	Blow down line from sand trap to water tank			1997	1997	$178.50
	Valves, fittings, gauges, relief valves, etc.			1997	1997	$25,245.38
1	Defuser			1997	1997	$1,400.00
	Installation costs including trucking, roustabout labor, welding, etc.			1997	1997	$8,000.00
	SCADA Equipment:					
	R.T.U. (Remote Terminal Unit)			1997	1997	$2,300.00
	Pressure Transducers (Tubing & Casing)			1997	1997	$1,000.00
	Temperature Probes (2)			1997	1997	$720.00
	MDS Radio	900 Mhz	2310A	1998	1997	$1,500.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
1	Floats & Level Sensors for water tank			1997	1997	$1,000.00
						$195,939.00

0097

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBMIT IN DUPLICATE* (Other instructions on reverse side)

FORM APPROVED
OMB NO. 1004-0137
Expires: February 28, 1995

WELL COMPLETION OR RECOMPLETION REPORT AND LOG*

1a. TYPE OF WELL:	OIL WELL ☐ GAS WELL ☒ DRY ☐ Other
b. TYPE OF COMPLETION:	NEW WELL ☐ WORK OVER ☐ DEEP-EN ☐ PLUG BACK ☐ DIFF. RESVR. ☐ Other
2. NAME OF OPERATOR	Ultra Petroleum, Inc
3. ADDRESS AND TELEPHONE NO.	P.O. Box 1580 Pinedale, WY 82941
4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements)*	
At surface	S8 T32N R109W
At prod. interval reported below	
At total depth	S8 T32N R109W

3. LEASE DESIGNATION AND SERIAL NO.	WYW-08589
6. IF INDIAN, ALLOTTEE OR TRIBE NAME	N/A
7. UNIT AGREEMENT NAME	N/A
8. FARM OR LEASE NAME, WELL NO.	Mesa 15-8
9. API WELL NO.	49-035-21680
10. FIELD AND POOL, OR WILDCAT	WILDCAT
11. SEC., T., R., M., OR BLOCK AND SURVEY OR AREA	SEC. 8, T32N, R109W, SW/SE
12. COUNTY OR PARISH	Sublette
13. STATE	WY

15. DATE SPUDDED	16. DATE T.D. REACHED	17. DATE COMPL. (Ready to prod.)	18. ELEVATIONS (DF, RKB, RT, GR, ETC.)*		19. ELEV. CASINGHEAD		
8/18/97	10/18/97	1/3/98	7,394'GR 7,411'KB				
20. TOTAL DEPTH, MD & TVD	21. PLUG, BACK T.D., MD & TVD	22. IF MULTIPLE COMPL., HOW MANY*	23. INTERVALS DRILLED BY	ROTARY TOOLS	CABLE TOOLS		
TD 12980 MD		one	→	ALL			
24. PRODUCING INTERVAL(S), OF THIS COMPLETION—TOP, BOTTOM, NAME (MD AND TVD)*					25. WAS DIRECTIONAL SURVEY MADE		
11,609 - 12833 MD					NO		
26. TYPE ELECTRIC AND OTHER LOGS RUN	Litho Density tool Gamma Ray, Newtron Density Sonic Gamma Ray, GPIT Tele., Platform Express,				27. WAS WELL CORED		

CASING RECORD (Report all strings set in well)

CASING SIZE/GRADE	WEIGHT, LB./FT.	DEPTH SET (MD)	HOLE SIZE	TOP OF CEMENT, CEMENTING RECORD	AMOUNT PULLED
9 5/8"	36#	2,505'	12¼"	1425sx	0
5 1/2	17#	10,580	7 7/8	surface 765sx	

LINER RECORD

SIZE	TOP (MD)	BOTTOM (MD)	SACKS CEMENT*	SCREEN (MD)

30. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)
		11609.26

31. PERFORATION RECORD (Interval, size and number)

attached

32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL (MD)	AMOUNT AND KIND OF MATERIAL USED
See attached	

PRODUCTION

FIRST PRODUCTION	PRODUCTION METHOD (Flowing, gas lift, pumping—size and type of pump)				WELL STATUS (Producing or shut-in)	
1/3/98	flowing				producing	
DATE OF TEST	HOURS TESTED	CHOKE SIZE	PROD'N. FOR TEST PERIOD →	OIL—BBL.	GAS—MCF.	WATER—BBL.	GAS-OIL RATIO
1/98	24	9/64		8	5081	10	635,125.00
FLOW. TUBING PRESS.	CASING PRESSURE	CALCULATED 24-HOUR RATE →	OIL—BBL.	GAS—MCF.	WATER—BBL.	OIL GRAVITY-API (CORR.)	
300	—		8	5081	10	50	

33. DISPOSITION OF GAS (Sold, used for fuel, vented, etc.) — TEST WITNESSED BY

Sold — Robert Loveland

34. LIST OF ATTACHMENTS

c & perf information

35. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.

SIGNED [signature] TITLE Office Manager DATE 4/15/98

*(See Instructions and Spaces for Additional Data on Reverse Side)

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

Ultra Resources, Inc. Mesa 15-8
Sec. 8, T32N, R109W

Date Revised 09/25/98
API #: 49-035-21680
wyw: 08589

Lease # 93-00133

Org. KB Elev. 7392'
GL Elev. 7372'
KB 20'

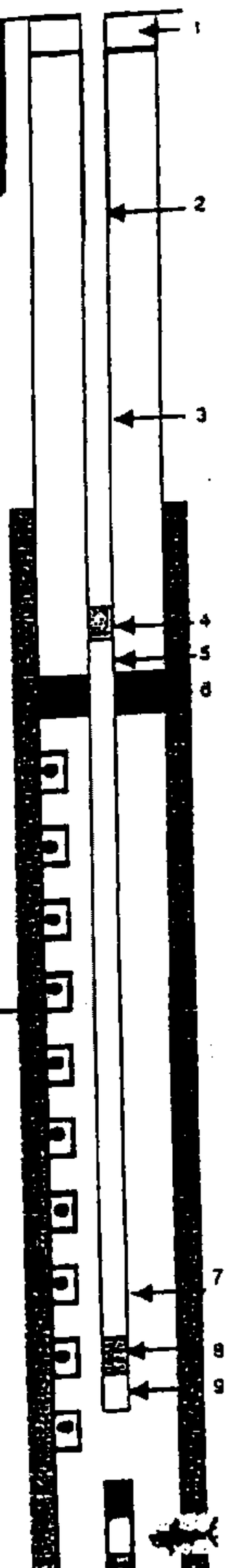
Conductor 55'
9 1/2 P-110 20# @ 55'

9 5/8 K-55 36# @ 2,527'

CMT Top @ 6,170'

5 1/2 P-110 17# @ 10,580'

FC 12,960'
5 1/2 P-110 20# @ 13026'

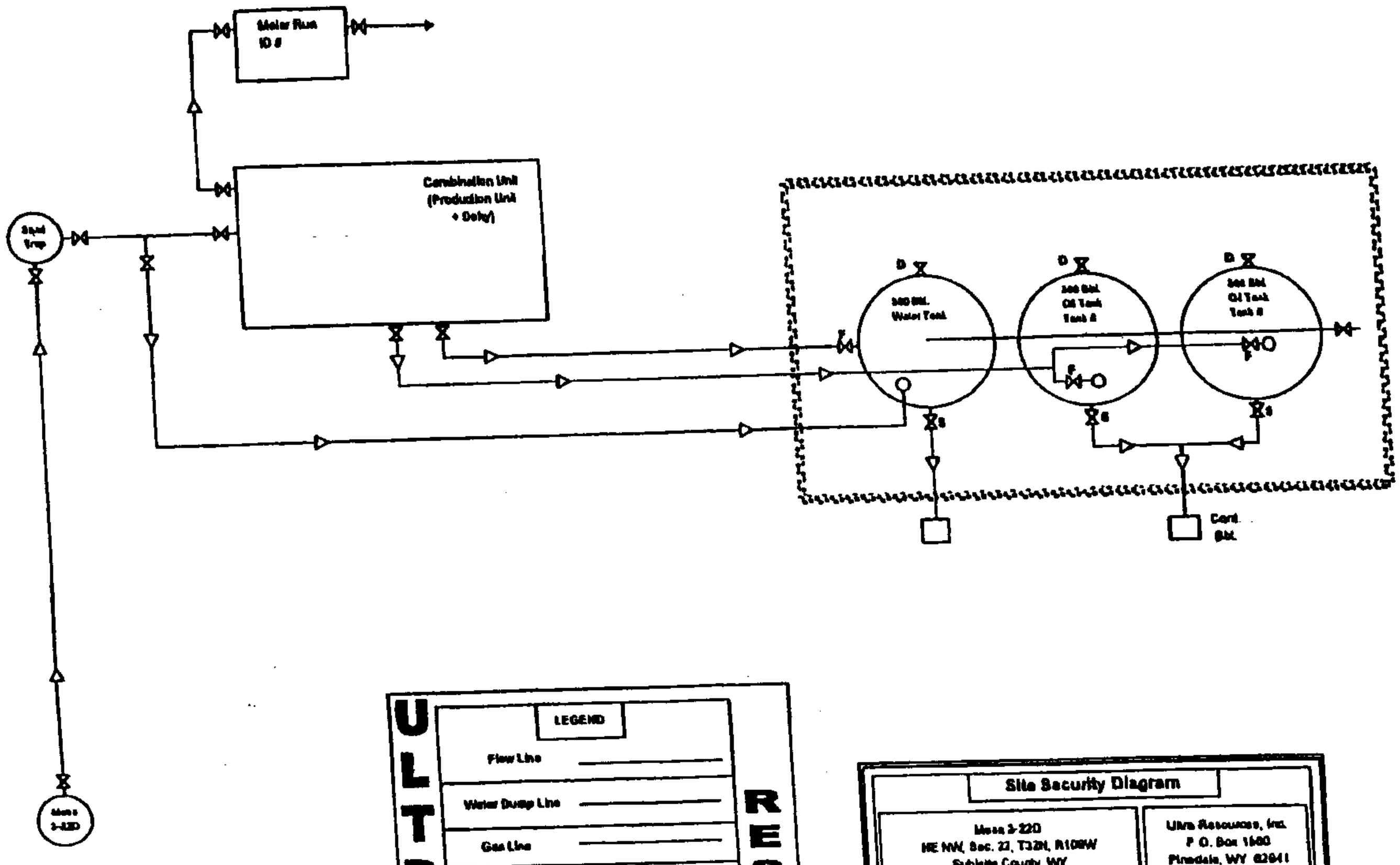


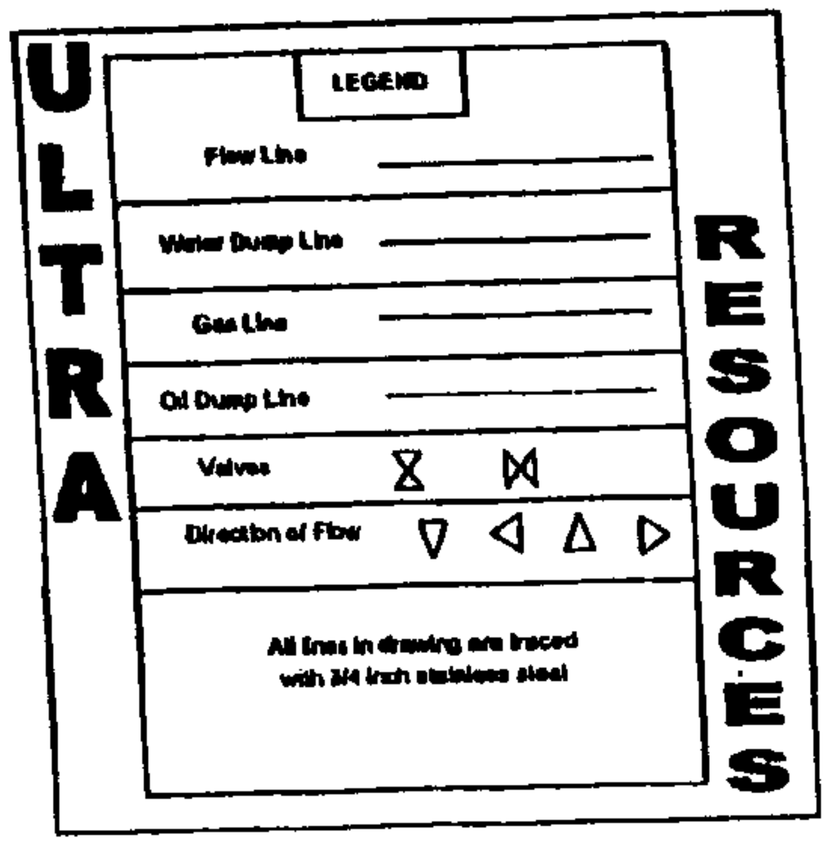
#	Description	OD	ID	Length	Depth
	KB			20.00	20.00
1	PMC Extended Neck Hanger	5.500	2.441	0.62	20.62
2	2 7/8 6.5# P-110 EUE Tbg.	3.668	2.441	1146.94	1167.56
3	2 7/8 6.5# N-80 EUE Tbg.	3.668	2.441	7212.89	8380.45
	Baker "SX" Nipple	3.668	2.313	1.04	8381.49
5	2 7/8 6.5# N-80 EUE Tbg.	3.668	2.441	31.51	8413.00
	Baker R-3 CG PKR	4.641	2.441	7.08	8420.08
7	2 7/8 6.5# N-80 EUE Tbg.	3.668	2.441	4309.21	12729.29
	OTIS X Nipple	3.668	2.313	1.19	12730.48
9	2 7/8 6.5# N-80 EUE Tbg.	3.668	2.441	29.62	12760.10

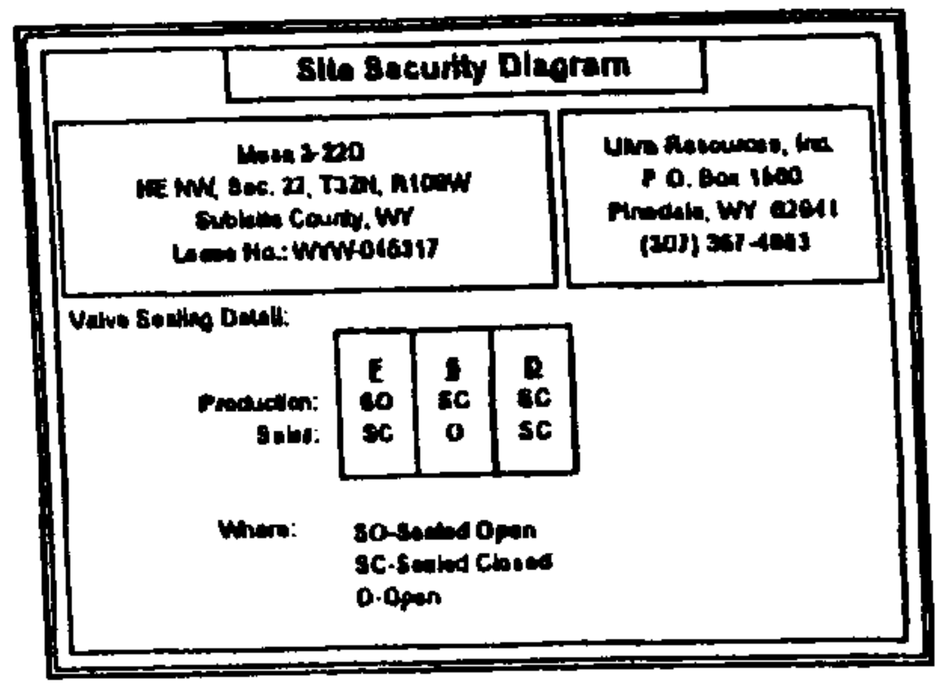
Perforations
Perfs 07/21/98 - 8439, 8454, 8466, 8657, 8685, 1' - 3.125" 4SPF/.30"/10.5 GRMS/17.1° Pent./90 Phase
Perfs 07/21/98 - 8874, 8936, 8940, 9034, 9205, 9207 and 9240' 1' - 3.125"3SPF/.30"/12.5 GRMS/17.1° Pent./120 Phase
and 9754 1' - 3SPF/.30"/12.5 GRMS/17.1 Pent./120 Phase
Perfs 07/06/98 - 9,837, 9,900, 9,986, 10,084, 10,161, 10, 229 and 10,243 1' - 3.125"3SPF/.30"/12.5 GRMS/17.1° Pent./120 Phase
Perfs 6/15/98 - 10360, 10562, 10612, 10729, 10920 and 10922 1' - 3SPF/.30"/12.5 GRMS/17.1 Pent./120 Phase
Perfs 5/29/98 - 10980, 11007, 11036, 11068 and 11094 1' - 3SPF/.30"/12.5 GRMS/17.1 Pent./120 Phase
Perfs 5/19/98 - 11202, 11204, 11206, 11239, 11244 and 11249 1' - 3SPF/.38"/11 GRMS/18.9 Pent./120 Phase
Perfs 12/6/97 - 11614, 11647, 11661, 11711, 11736 and 11801 1' - 3SPF/.38"/12 GRMS/14.71 Pent./120 Phase
Perfs 11/7/97 - 11880, 11920, 11940, 11973, and 11998 1' - 3SPF/.38"/12 GRMS/14.71 Pent./120 Phase
Perfs 10/27/97 - 12046, 12092, 12132, 12166, 12190 and 12244 1' - 3SPF/.38"/12 GRMS/14.71 Pent./120 Phase
Perfs 10/14/97 - 12490, 12535, 12636, 12653, 12680 and 12632 1' - 3SPF/.38"/12 GRMS/14.71 Pent./120 Phase

Note: Fish of OTIS XN Nipple: 2 7/8 6.5# N-80 EUE tbg.:
WL Guide w/muleshoe (Total 35.6 feet)

Julie Barnes – Completions Technician – Pinedale Field Office


Meter Run
ID #
Combination Unit
(Production Unit
+ Dehy)
D
360 Bbl.
Water Tank
D
300 Bbl.
Oil Tank
Tank #
D
300 Bbl.
Oil Tank
Tank #
E
S
S
S
Cond.
Bbl.
Mesa 3-22D


ULTRA
RESOURCES
LEGEND
Flow Line
Water Dump Line
Gas Line
Oil Dump Line
Valves
Direction of Flow
All lines in drawing are traced
with 3/4 inch stainless steel


Site Security Diagram
Mesa 3-22D
NE NW, Sec. 22, T32N, R108W
Sublette County, WY
Lease No.: WYW-046317
Ultra Resources, Inc.
P.O. Box 1680
Pinedale, WY 82941
(307) 367-4883
Valve Sealing Detail:
E
S
D
Production:
Sales:
SO
SC
SC
O
SC
SC
Where:
SO-Sealed Open
SC-Sealed Closed
O-Open

603

Mesa 3-22D

State of Wyoming
Statement of Oilfield Equipment For Tax Year 1998

Ultra Resources
307-347-3010
P.O. Box 1360
Pinedale, WY 82941

NENW, SEC 23, T32N, R110W
API # 49035218270
Sublette County
Tax District # 900

Amount	Description	Size	Model or S/N	Year Built	Year Purchased	Cumulative Cost
1	2800# Sand-Trap	16" x 90"	T-19703	1998	1998	$6,500.00
1	Combination Dehy/Production Unit Rated @ 6mmcfd & 750,000 BTU. (Cimarron Mfg. Co.)			1997	1998	$53,000.00
1	Flash Tank (Part of Combination Unit)	16" x 60"	T-19724	1997	1998	
1	Separator (Part of Combination Unit)	20" X 9'6"	T-19726	1997	1998	
1	Coils (Part of Combination Unit)	2XXH	10377	1997	1998	
1	Vertical Low Profile Water Storage Tank 300 BBLs	15'6" X 9'	8D45301-11	1998	1998	$5,000.00
1	Vertical Low Profile Oil Storage Tank 300 BBLs	15'6" X 9'	8D45301-11	1998	1998	$5,000.00
1	Vertical Low Profile Oil Storage Tank 300 BBLs	15'6" X 9'	8D45301-11	1998	1998	$5,000.00
1	OCT Well-head assembly					$15,900.00
1	Methanol Tank	500 Gallon		1998	1998	$500.00
1	Glycol Tank	20" X 78"	10377	1997	1998	
2.00" x 99'	Flow-line from well-head to Production Equipment			1997	1997	$314.82
1" x 154'	Dump lines, trace lines, etc. from production equipment to tanks			1997	1997	$277.20
2" x 91'	Blow down line from sand trap to water tank			1997	1997	$232.05
	Valves, fittings, gauges, relief valves, etc.			1997	1997	$25,175.93
1	Defuser			1997	1997	$1,400.00
	Installation costs including trucking, roustabout labor, welding, etc.			1997	1997	$8,000.00
	SCADA Equipment:					
	R.T.U. (Remote Terminal Unit)			1997	1997	$2,300.00
	Pressure Transducers (Tubing & Casing)			1997	1997	$1,000.00
	Temperature Probes (2)			1997	1997	$720.00
	MDS Radio	900 Mhz	2310A	1998	1997	$1,500.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
1	Floats & Level Sensors for water tank			1997	1997	$1,000.00
						$134,820.00

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SUBMIT IN DUPLICATE*

FORM APPROVED
OMB NO. 1004-0137
Expires: February 28, 1995

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

WELL COMPLETION OR RECOMPLETION REPORT AND LOG*

5. LEASE DESIGNATION AND SERIAL NO.: WYW-015317

6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A

7. UNIT AGREEMENT NAME: N/A

8. FARM OR LEASE NAME, WELL NO.: Moss 3-22d

9. API WELL NO.: 49-035-21537

10. FIELD AND POOL, OR WILDCAT: Wildcat

11. SEC., T., R., M., OR BLOCK AND SURVEY OR AREA: Sec. 22, T32N, R109W (NE,NW)

TYPE OF WELL: Oil Well ☐ Gas Well ☒ Dry Hole ☐ Other ☐

TYPE OF COMPLETION: New Well ☒ Work Over ☐ Deepen ☐ Plug Back ☐ Diff Res ☐ Other ☐

NAME OF OPERATOR: Ultra Resources, Inc

ADDRESS AND TELEPHONE NO.: P.O. Box 1549, Pinedale, WY 82941

LOCATION OF WELL (Report location clearly and in accordance with any State requirements)*
At surface: 1,340' FWL 177' FNL (NE, NW) Sec. 22, T32N, R109W
At top prod. interval reported below: Same
At total depth: 660' FNL 1980' FWL (NE, NW) Sec. 22, T32N, R109W

14. PERMIT NO.	DATE ISSUED	12. COUNTY OR PARISH	13. STATE
21627	7/9/98	Sublette	Wyoming

15. DATE SPUDDED	16. DATE T.D. REACHED	17. DATE COMPL. (Ready to prod.)	18. ELEVATIONS (DF, RKB, RT, GR, ETC.)*	19. ELEV. CASINGHEAD
8/21/98	10/9/98	12/9/98	7,440' GL; 26' KB	

20. TOTAL DEPTH, MD & TVD	21. PLUG, BACK T.D., MD & TVD	22. IF MULTIPLE COMPL., HOW MANY	23. INTERVALS DRILLED BY	ROTARY TOOLS	CABLE TOOLS
61' TD 13,000' TVD	PBTD 12,145'	Four	→	ALL	NO

24. PRODUCING INTERVAL(S), OF THIS COMPLETION - TOP, BOTTOM, NAME (MD AND TVD): attached

25. WAS DIRECTIONAL SURVEY MADE: Yes

26. TYPE ELECTRIC AND OTHER LOGS RUN: Cement Bond Log; Dual Spaced Neutron Sonic; Compensated Z Densilog; Compensated Neutron; Compensated Gamma Ray; Dual Induction Focused; Caliper

27. WAS WELL CORED: NO

28. CASING RECORD (Report all strings set in well)

CASING SIZE/GRADE	WEIGHT, LB/FT	DEPTH SET (MD)	HOLE SIZE	TOP OF CEMENT, CEMENTING RECORD	AMOUNT PULLED
9 5/8	J-55 36#	2,500'	12 1/4	761 SX to surface	0
5 1/2	P-110 17#	9,324'	7 7/8	2990 SX HiBond & AG 300	0
5 1/2	P-110 20#	12,250'	7 7/8	(cement combined for both 17# & 20#)	

29. LINER RECORD

SIZE	TOP (MD)	BOTTOM (MD)	SACK CEMENT	SCREEN (MD)

30. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)
2 3/8 4.7#	9,203'	

31. PERFORATION RECORD (Interval, size and number): see attached

32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL (MD)	AMOUNT AND KIND OF MATERIAL USED
see attached	

33. PRODUCTION

DATE FIRST PRODUCTION	PRODUCTION METHOD (Flowing, gas lift, pumping - size and type of pump)	WELL STATUS (Producing or shut-in)
12/14/98	Flowing	Producing

DATE OF TEST	HOURS TESTED	CHOKE SIZE	PROD'N. FOR TEST PERIOD →	OIL-BBL.	GAS-MCF.	WATER-BBL.	GAS-OIL RATIO
12/16/98	24	28/64		15.18	1,593	73.14	104.95

FLOW. TUBG. PRESS.	CASING PRESS.	CALCULATED 24-HOUR RATE →	OIL-BBL.	GAS-MCF.	WATER-BBL.	OIL GRAVITY-API (CORR.)
	641.21					

34. DISPOSITION OF GAS (Sold, used for fuel, vented, etc.): Used for fuel — TEST WITNESSED BY:

35. LIST OF ATTACHMENTS: Perforation and Frac Information; Well-bore Diagram

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records

SIGNED _____ TITLE Completions Technician DATE 1/12/99

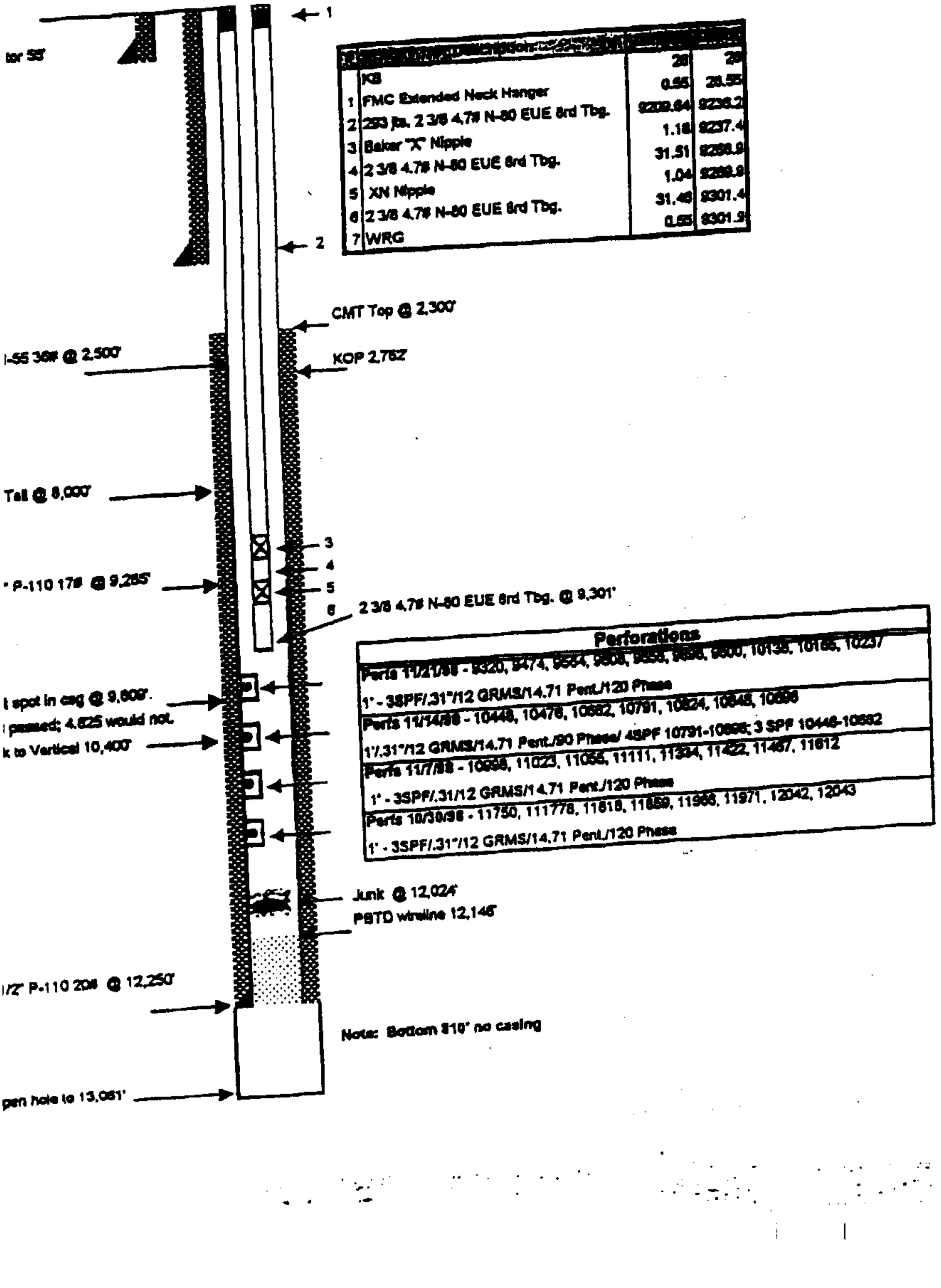
*(See Instructions and Spaces for Additional Data on Reverse Side)

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Ultra Resources Mesa 3-22D

Sec. 22, T32N, R10BW

Date Revised: 01/06/98
API #: 49-035-21627
WYW: 015317



Site Security Diagram

Stewart Point 3-28
NE NW, Sec. 28, T23N, R108W
Sublette County, WY
Lease No.: WYW-088162

Ultra Resources, Inc.
P.O. Box 1560
Pinedale, WY 82941
(307) 367-4863

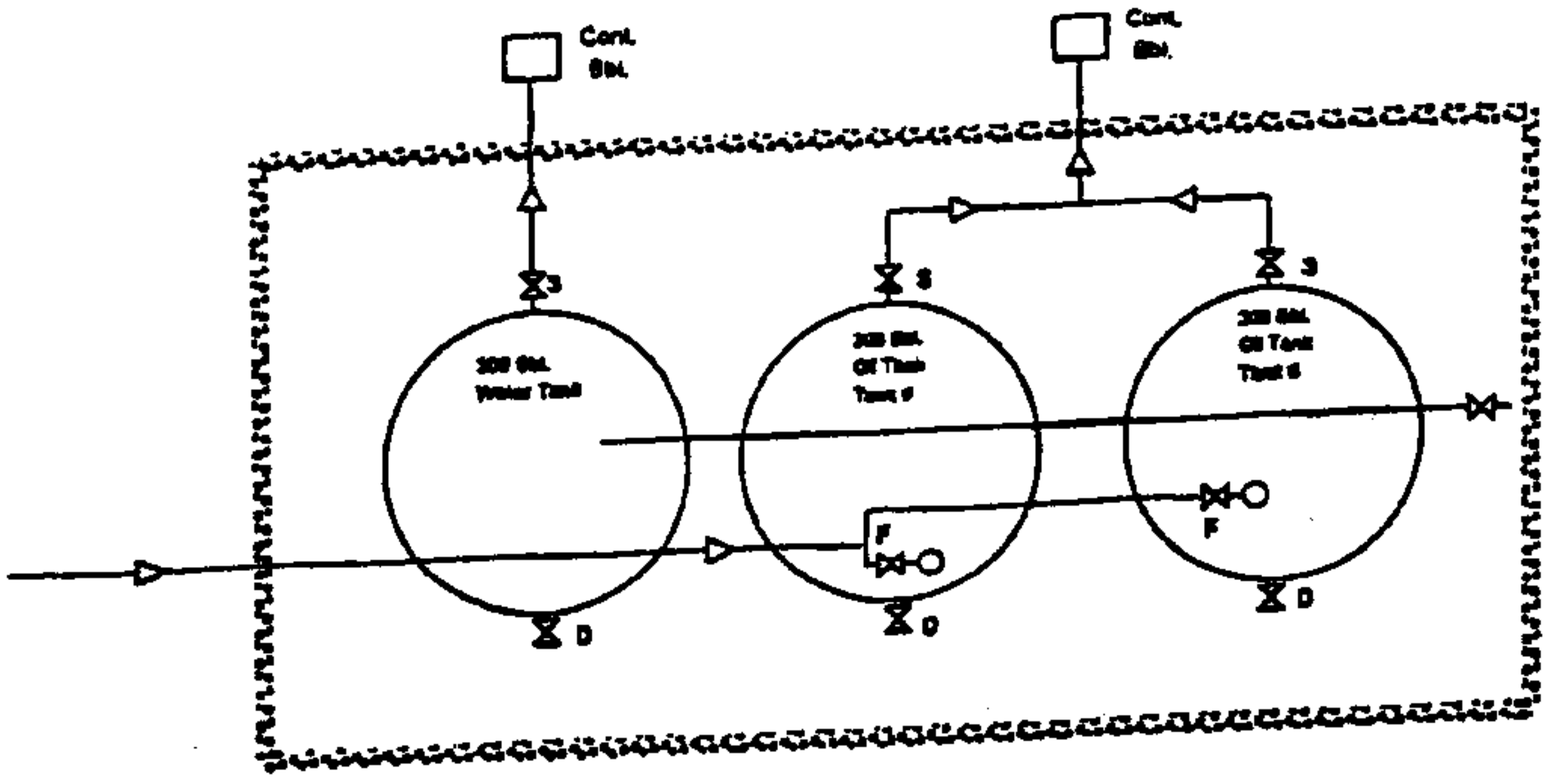
Valve Sealing Detail:

Production Sales			
	F SO SC	S SC O	D SC SC

Where: SO-Sealed Open
SC-Sealed Closed
O-Open

Combination Unit
(Production Unit
+ Dehy)

Meter Run
ID #



607

State of Wyoming
Statement of Oilfield Equipment For Tax Year 1998

Stewart Point 3-28

Ultra Resources
307-261-7910
P.O. Box 1580
Pinedale, WY 82941

NENW, SEC 28, T33N, R109W
API # 4901321682
Sublette County
Tax District # 101

Amount	Description	Size	Model or S/N	Year Built	Year Purchased	Cumlative Cost
1	2800# Sand-Trap	16" x 90"	T19715	1998	1998	$6,500.00
1	Combination Dehy/Production Unit Rated @ 6mmcfd & 750,000 BTU. (Cimarron	20" x 9'6"	10335	1997	1998	$53,000.00
1	Flash Tank (Part of Combination Unit)	16" x 60"	T-19688	1997	1998	
1	Separator (Part of Combination Unit)	20" X 9'6"	T-19687	1997	1998	
1	Dehy Tower (Part of Combination Unit)	24" X 12'	T-19701	1997	1998	
1	Vertical Low Profile Water Storage Tank 300 BBLs	15'6" X 9'	82448-03	1998	1998	$5,000.00
1	Vertical Low Profile Oil Storage Tank 300 BBLs	15'6" X 9'	82448-02	1998	1998	$5,000.00
1	Vertical Low Profile Oil Storage Tank 300 BBLs	15'6" X 9'	82448-01	1998	1998	$5,000.00
1	OCT Well-head assembly					$15,900.00
1	Methanol Tank	500 Gallon		1998	1998	$500.00
1	Glycol Tank	24" X 75"	10335	1997	1998	
2.00" x 99'	Flow-line from well-head to Production Equipment			1997	1997	$314.82
1" x 154'	Dump lines, trace lines, etc. from production equipment to tanks			1997	1997	$277.20
2" x 91'	Blow down line from sand trap to water tank			1997	1997	$232.05
	Valves, fittings, gauges, relief valves, etc.			1997	1997	$25,175.93
1	Defuser			1997	1997	$1,400.00
	Installation costs including trucking, roustabout labor, welding, etc.			1997	1997	$8,000.00
	SCADA Equipment:					
	R.T.U. (Remote Terminal Unit)			1997	1997	$2,300.00
	Pressure Transducers (Tubing & Casing)			1997	1997	$1,000.00
	Temperature Probes (2)			1997	1997	$720.00
	MDS Radio	900 Mhz	2310A	1998	1997	$1,500.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
1	Floats & Level Sensors for oil production tank			1997	1997	$1,000.00
				1997	1997	$1,000.00

SUBMIT IN DUPLICATE*

FORM APPROVED
OMB NO. 1004-0137
Expires: February 28, 1995

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WELL COMPLETION OR RECOMPLETION REPORT AND LOG*

5. LEASE DESIGNATION AND SERIAL NO.: WYW-88592

6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A

7. UNIT AGREEMENT NAME: N/A

8. FARM OR LEASE NAME, WELL NO.: Stewart Point 3-28

9. API WELL NO.: 49-035-21682

10. FIELD AND POOL, OR WILDCAT: Wildcat

11. SEC., T., R., M., OR BLOCK AND SURVEY OR AREA: Sec. 28, T33N, R109W

TYPE OF WELL: Oil Well ☐ Gas Well ☒ Dry Hole ☐ Other ☐

TYPE OF COMPLETION: New Well ☒ Work Over ☐ Deepen ☐ Plug Back ☐ Diff Res ☐ Other ☐

NAME OF OPERATOR: Ultra Resources, Inc.

ADDRESS AND TELEPHONE NO.: P.O. Box 1580, Pinedale, WY 82941

LOCATION OF WELL (Report location clearly and in accordance with any State requirements)*
At surface: 1780' FWL 561' FNL (SE NW) S28, T33N, R109W
At prod. interval reported below: Same
At total depth: Same

14. PERMIT NO.	DATE ISSUED	12. COUNTY OR PARISH	13. STATE
21682	6/2/98	Sublette	Wyoming

15. DATE SPUDDED	16. DATE T.D. REACHED	17. DATE COMPL. (Ready to prod.)	18. ELEVATIONS (DF, RKB, RT, GR, ETC.)*	19. ELEV. CASINGHEAD
8	8/20/98	12/31/98	7,636' GL, 16' KB	

20. TOTAL DEPTH, MD & TVD	21. PLUG, BACK T.D., MD & TVD	22. IF MULTIPLE COMPL., HOW MANY	23. INTERVALS DRILLED BY	ROTARY TOOLS	CABLE TOOLS
11' TVD	13,056' PBTD	Seven	→	ALL	NO

24. PRODUCING INTERVAL(S), OF THIS COMPLETION - TOP, BOTTOM, NAME (MD AND TVD): See attached

25. WAS DIRECTIONAL SURVEY MADE: NO

26. TYPE ELECTRIC AND OTHER LOGS RUN: ent Bond Log; Long Spaced Sonic; Cased Hole Neutron; Dual Spaced Neutron Sonic Porosity; Borehole pensated Sonic; High Resolution Induction.

27. WAS WELL CORED: NO

28. CASING RECORD (Report all strings set in well)

CASING SIZE/GRADE	WEIGHT, LB/FT	DEPTH SET (MD)	HOLE SIZE	TOP OF CEMENT, CEMENTING RECORD	AMOUNT PULLED
9 5/8	K-55 36#	2508'	12 1/4	925 SX To Surface	0
5 1/2	P110 17#	12,101'	7 7/8	1,725 SX	0

29. LINER RECORD

SIZE	TOP (MD)	BOTTOM (MD)	SACK CEMENT	SCREEN (MD)

30. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)
2 3/8" 4.7#	8,600'	

31. PERFORATION RECORD (Interval, size and number)

612'	Stage #1 ?	9,254'-9,712'	Stage #7
516'-12,153'	Stage #1A		
980'-11,584'	Stage #2		
455'-11,304'	Stage #4		
275'-10,770'	Stage #5		
084'-9,639'	Stage #6		

32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL (MD)	AMOUNT AND KIND OF MATERIAL USED
see attached	

PRODUCTION

DATE FIRST PRODUCTION	PRODUCTION METHOD (Flowing, gas lift, pumping - size and type of pump)	WELL STATUS (Producing or shut-in)
12/24/98	Flowing	Producing

DATE OF TEST	HOURS TESTED	CHOKE SIZE	PROD'N. FOR TEST PERIOD →	OIL-BBL.	GAS-MCF.	WATER-BBL.	GAS-OIL RATIO
12/14/98	24	23/64		42.78	4122.42	89.7	45.96
FLOW. TUB. PRESS.	CASING PRESS.	CALCULATED 24-HOUR RATE →	OIL-BBL.	GAS-MCF.	WATER-BBL.	OIL GRAVITY-API (CORR.)	
1278.39	1278.4						

34. DISPOSITION OF GAS (Sold, used for fuel, vented, etc.): Sold

TEST WITNESSED BY: Robert Loveland

35. LIST OF ATTACHMENTS: erforation and Frac Information

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records

SIGNED Julie Jensen TITLE Completions Technician DATE 1/20/99

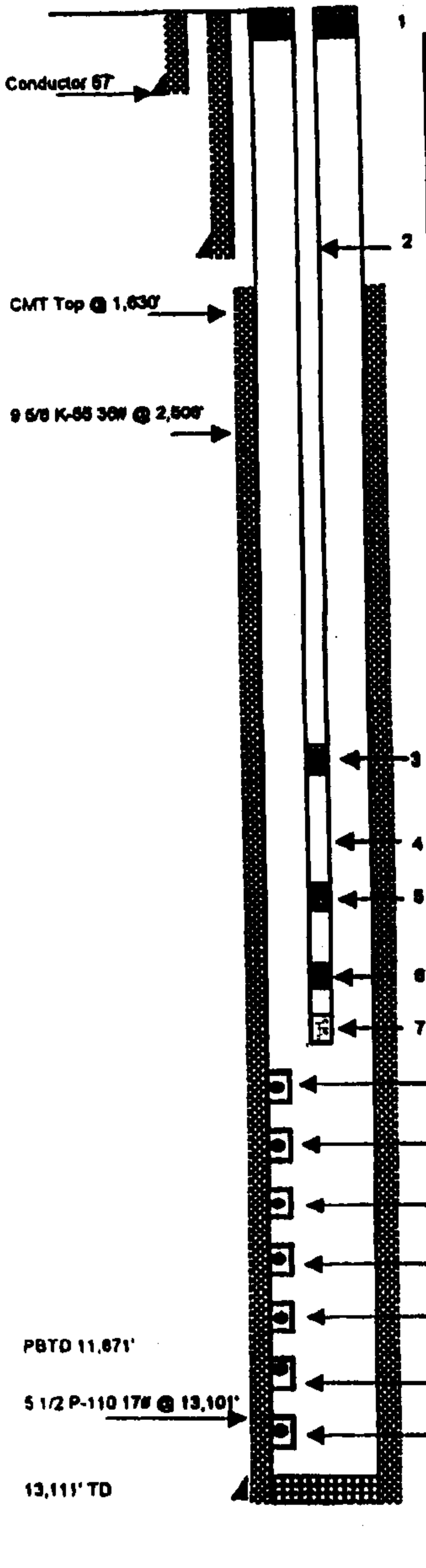
(See Instructions and Spaces for Additional Data on Reverse Side)

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Halliburton/Ultra Resources, Inc. Stewart Point 3-28
Sec. 28, T33N, R109W

Org. KB Elev. 7,654'
GL Elev. 7,636'
KB 18'

Date Revised: 01/21/99
API #: 49-035-21662



#	Description	OD	ID	Length	Depth
	KB			18.00	18.00
	TC1A Neck Hanger			0.50	18.50
2	2 3/8 4.7# N-80 EUE Tbg. 8 Rnd	2.375	1.995	8542.59	8561.09
	"X" Nipple	2.375	1.875	1.15	8562.24
4	2 3/8 4.7# N-80 EUE Tbg. 8 Rnd	2.375	1.995	31.43	8593.67
	"XN" Nipple w/1.791" No Go	2.375	1.875	1.36	8595.03
6	Pup Joint			5.82	8600.85
	WLReg w/ 1/16" No-Go/2"x4" exp. Chk				8600.85

Xmas Tree: 7 1/16" 10M X 2 1/16" 10M THA, 2 Master & 1 wing valves.
All 2 1/16" 5M. Tested tbg. Hanger @ 10,000 psi for 15 min.

Perfs 11/21/98 (Stage 8)
9,264-9,712 ' 3-3/8" guns - 1' - /.31"/10.5 GRMS/120 Phase
Perfs 11/18/98 (Stage 5)
10,084-9,839 ' 3-3/8" guns - 1' - /.31"/10.5 GRMS/120 Phase
Perfs 11/09/98 (Stage 4)
11,878-10,779 ' 3-3/8" guns - 1' - /.31"/10.5 GRMS/120 Phase
Perfs 11/01/98 (Stage 3)
11,485-11,304' 3-3/8" guns - 1' - /.31"/10.5 GRMS/120 Phase
Perfs 10/22/98 (Stage 2)
11,669-11,584' 3-3/8" guns - 1' - /.31"/10.5 GRMS/120 Phase
Perfs 10/16/98 (Stage 17)
12,616-12,163' 3-3/8" guns - 49PF/.31"/10.5 GRMS/120 Phase
Perfs 10/6/98 (Stage 1)
13,412' 3-3/8" guns - 3SPF/.31"/10.5 GRMS/120 Phase (5 holes)

273723
273723

RECORDED June 23 1999 10:15A M
IN BOOK 110+6 PAGE 611
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobson

PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING AND PARTIAL RELEASE (this "Instrument"), dated as of June 17, 1999, is from WELLS FARGO BANK (TEXAS), N.A., a national banking association ("Wells Fargo"), 633 Seventeenth Street, Denver, Colorado 80270, to ULTRA PETROLEUM CORP., a British Columbia corporation ("UPC"), ULTRA PETROLEUM (USA) INC., a Colorado corporation ("Ultra USA"), and ULTRA RESOURCES, INC., a Wyoming corporation ("Ultra Resources"), 304 Inverness Way South, Englewood, CO 80112. References herein to "Debtor" shall be deemed to refer to UPC, Ultra USA and/or Ultra Resources.

RECITALS

A. Debtor executed and delivered to Wells Fargo, a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of November 3, 1997 (the "Original Mortgage"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Original Mortgage was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	12/31/97	106 O&G	317

B. The Original Mortgage was amended pursuant to an Amendment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of July 24, 1998 (the "First Amendment"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The First Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	08/05/98	72 Mtg.	270

C. Unless otherwise defined herein, terms defined in the Original Mortgage, as amended by the First Amendment (the "Mortgage"), shall have the same meanings when used herein.

D. In connection with the sale by Ultra USA and Ultra Resources of certain interests in certain properties covered by the Mortgage, Wells Fargo and Debtor desire that, INSOFAR AND ONLY INSOFAR as the Mortgage covers any or all of the leases and lands described in Exhibit "A" attached hereto and made a part hereof (the "Partially Released Properties"), the Mortgage be partially released as to the undivided 50 percent of the right, title and interest of Ultra USA and Ultra Resources (the "Released Interests") being assigned by Ultra USA and Ultra Resources, together with the related rights and assets described below; PROVIDED, HOWEVER, that this Instrument shall not apply to, and the Released Interests shall not be deemed to include, Debtor's retained interests (the "Retained Interests") in the Partially Released Properties, including without limitation the working interests and overriding royalty interests being retained and reserved by Ultra USA and Ultra Resources.

PARTIAL RELEASE

Wells Fargo does hereby remise, release, re-convey and forever quitclaim to Debtor and Debtor's successors and assigns, without warranty of title, either express or implied, all of the right, title and interest which Wells Fargo may have under the Mortgage and all related financing statements, INSOFAR AND ONLY INSOFAR as they cover the Released Interests, together with the accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other items described in the definition of "Collateral" contained in the Mortgage and all related financing statements, INSOFAR AND ONLY INSOFAR as any of such "Collateral" relates to the Released Interests. Except as specifically released hereby, the Mortgage and the related financing statements shall remain in full force and effect and shall continue to cover: (a) the other properties described in the Mortgage and the related financing statements, and (b) the Retained Interests, together with the accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other items described in the definition of "Collateral" contained in the Mortgage and the related financing statements, insofar as any of such "Collateral" relates to the Retained Interests.

EXECUTED as of the date first above written.

WELLS FARGO BANK (TEXAS), N.A.

By: _____
Todd Stornetta,
Assistant Vice President

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

The foregoing instrument was acknowledged before me this 17th day of June, 1999, by Todd Stornetta, the Assistant Vice President of WELLS FARGO BANK (TEXAS), N.A., a national banking association, on behalf of said national banking association.
Witness my hand and official seal.

Notary Public

My commission expires: 7-14-99

EXHIBIT "A"

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1129	BLM WYW-015315	Mary Guenzel	08/01/52	T32N-R109W Sec 7: Lts 2,5,7,8,11,12 Sec 18: E/2 Sec 21: W/2 Sec 19: E/2 Sec 20: All Surface to 12,050 ft Below 12,050 ft	1840.0000	1840.0000	109	271
WY-1131	BLM WYW-015317	R.L. Manning	06/01/52	T32N-R109W Sec 4: Lts 8,9,10,15,16 Sec 9: N/2, N/2S/2, SESE Sec 15: W/2 Sec 21: NE Sec 22: N/2 Surface to 12,050 ft Same lands BELOW 12,050 ft	1520.1700	1520.1700		

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EXHIBIT "A"

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK PAGE
WY-1138	BLM WYW-08589	Jean Harmon	10/01/51	T32N-R109W Sec 5: Lts 2,3,4, SE, N/2SW, SESW Sec 6: Lts 1,2,3,4,5,6,7,9,10, N/2SE Sec 7: S/2SE Sec 8: E/2NW, SWSW, E/2SW, E/2 Sec 17: N/2NE, SWNE, W/2SE, W/2, SESE Surface to 12,050 ft Same lands BELOW 12,050 ft	1896.5500	1896.5500	
WY-1148	BLM WYW-016167	H.E. Harrington	07/01/52	T32N-R109W Sec 3: Lt 4, SWNW, W/2SW, SESW Surface to 12,050 ft Same lands BELOW 12,050 ft	171.2000	171.2000	

All lands are within Sublette County, Wyoming

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6/15/99

Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	LEASE DATE	DESCRIPTION	GROSS	NET	BOOK	PAGE
WY-1139	BLM WYW-08592	Gwen Keif	10/01/51	T33N-R109W Sec 21: S/2S/2 Sec 28: All Sec 29: S/2N/2N/2, NENENE, S/2N/2, S/2 Sec 32: E/2 Sec 33: All Sec 34: W/2W/2	2480.0000	2480.0000	108	295
WY-1140	BLM WYW-08593	Gwen Keif	10/01/51	T33N-R109W Sec 17: S/2NE, W/2, SE Sec 18: Lts 1-4, E/2W/2, E/2 Sec 19: W/2E/2, W/2E/2E/2, NENENE Sec 21: W/2NE, NW, N/2S/2 Sec 20: N/2NWNW, N/2NENW, N/2NENE, N/2NWNE, SENENE, E/2SENE, E/2SESE, E/2NESE	1988.9200	1988.9200		
WY-1148	BLM WYW-016167	H.E. Harrington	07/01/52	T33N-R109W Sec 19: Lts 1-4, E/2W/2 Sec 27: SW, SWNW, SWSE Sec 30: W/2NENE, SENENE, NW, S/2, W/2NE, SENE Sec 31: All sec 34: E/2E/2 Sec 35: SW, SWNW	2176.3200	2176.3200		
WY-1129	BLM WYW-015315	Mary Alice Guenzel	06/01/52	T33N-R109W Sec 32: SW, S/2NW, NENW	280.0000	280.0000	109	271
WY-1131	BLM WYW-015317	R.L. Manning	06/01/52	T33N-R109W Sec 34: E/2W/2, W/2E/2	320.0000	320.0000	108	504

All lands are within Sublette County, Wyoming

6/15/99

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", all of Assignor's right, title and interest in and to the oil and gas lease dated April 8, 1998, from 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, to Hanson & Strahn, Inc., lessee, recorded in Book 110 of O&G, Page 260 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 lst day of April, 1999.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this lst day of April, A.D. 1999, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this lst day of April, A.D. 1999.

MARGARET A. O'DONNELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 19, 2002

Margaret A. O'Donnell
Notary Public

My Commission Expires

Address: Cheyenne, Wyoming

273746

RECORDED June 24 1999 1:15 P M
IN BOOK 111 O+G PAGE 617
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Easton

617

Ruben Prospect
75359-028

618

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", all of Assignor's right, title and interest in and to the oil and gas lease dated April 22, 1998, from Mildred A. Walsh, a widow, individually and as an heir of the Estate of Walter J. Muir, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 108 of O&G, Page 105, 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 1st day of April, 1999.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of April, A.D. 1999, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of April, A.D. 1999.

MARGARET A. O'DONNELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 19, 2002

Margaret A. O'Donnell
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

273747

RECORDED June 24 1999 1:50 PM
IN BOOK 111 Of6 PAGE 618
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Zador

[redacted]

[redacted]

Ruben Prospect
753[redacted]025

[redacted] [redacted] [redacted]

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

THIS CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY ("Assignment") is made and entered into this 18th day of June 1999 to be effective as between the parties as of the 1st day of January, 1996, by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003 hereinafter referred to as "WRW", and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 hereinafter referred to as "Greene" (WRW and Greene being collectively referred to herein as "Assignees").

WITNESSETH:

WHEREAS, by Assignment of Overriding Royalty Interest (the "1996 Assignment") dated effective January 1, 1996 and recorded in the records of Sublette County, Wyoming on April 22, 1996 in Book 103 of Oil & Gas at page 274, Assignor conveyed to the Assignees (WRW 5/6ths and Greene 1/6th) an undivided and proportionately reduced 6% overriding royalty interest in certain oil and gas leases, including without limitation the leases and lands described on Exhibit "A" attached hereto, said Exhibit being hereby incorporated herein; and

WHEREAS, the lands described on Exhibit "B" attached hereto, said exhibit being hereby incorporated herein, were actually intended by the parties to be subject to the 1996 Assignment in lieu of the lands described on Exhibit "A" but were incorrectly described in the 1996 Assignment due to a scrivener's error; and

WHEREAS, the parties desire to correct such error; and

WHEREAS, at the effective of the 1996 Assignment Assignor owned an undivided 36.125% working interest in the leases and lands described on Exhibit "B" and would have conveyed a 6% of 36.125% overriding royalty interest therein to assignees had said leases and lands been correctly described in the 1996 Assignment.

NOW, THEREFORE, for and in consideration of the premises the sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest of six percent (6%) of 36.125% in the following shares:

273749

RECORDED June 24 1999 M 2:05p
IN BOOK 111 OAG PAGE 619
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

WRW Energy Co.	- 5/6ths
Dianne E. Greene	- 1/6th

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of each of the oil and gas leases described on Exhibit "B" insofar only as they cover those lands described on said Exhibit which are not also described on Exhibit "A". To the extent that the 1996 Assignment has created any interest or claim in the lands described on Exhibit "A" which are not also described on Exhibit "B", Assignees hereby relinquish and quitclaim

such interest or claim to the record owners of the oil and gas leasehold working interest in said lands as their interests may appear.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "B"and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests herein conveyed may be have been made, executed and filed with the Bureau of Land Management, Department of the Interior, by Assignor to Assignees in sufficient counterparts to satisfy 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 for title curative purposes and is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

FORT COLLINS CONSOLIDATED ROYALTIES, INC., Assignor

By: _____
Stephen M. Thompson
Attorney-in-Fact

WRW ENERGY CO., Assignee

By: _____
William R. Weeks, general partner
Attorney-in-Fact

_____
DIANNE E. GREENE, Assignee

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

SUBSCRIBED AND SWORN to before me by Stephen M. Thompson, as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 22 day of JUNE, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
APRIL 18, 2001

Warren E. Mayfield
Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER, CO 80203

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

SUBSCRIBED AND SWORN to before me by William R. Weeks, as general partner of WRW Energy, Co., a Colorado general partnership, on behalf of the partnership, this 17th day of June, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5905 Green Meadows Dr
Cheyenne WY 82009

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

SUBSCRIBED AND SWORN to before me by Dianne E. Greene, this 22ND day of JUNE, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: APRIL 18, 2001

Warren E. Mayfield
Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER, CO 80203

J:\THOMPSON\FCCRC-1\CORPOR-1\FCWRWC.ORI

EXHIBIT "A"

Attached to and made a part of that certain Assigment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc. and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, W/2SW/4, SE/4 Section 20: NE/4,SW/4	626.96	88 371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, W/2SW/4, SE/4 Section 30: Lots 1, 2, W/2SW/4, SE/4 Section 31: Lots 1, 2, W/2SW/4, SE/4	942.74	88 373
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 24: E/2 NE/4	160.00	96 295
WYW-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

J:\THOMPSON\FCCRC-1\CORPOR-1\LSESCHED.A-5

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Assigment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc. and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, E/2NW/4, SE/4 Section 20: NE/4,SW/4	626.96	88 371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, E/2NW/4, SE/4 Section 30: Lots 1, 2, E/2NW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, SE/4	942.74	88 373
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 26: E/2 NE/4	160.00	96 295
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, S/2NW/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4	1,721.05	88 452

J:\THOMPSON\FCCRC-1\CORPOR-2\LSESCHED.A-B

AFFIDAVIT

Allan D. Laird, being first duly sworn, deposes and says, based on his personal knowledge:

1. That he is President of Arrowhead Minerals Corp.

2. That Arrowhead Resources (USA) Ltd., a South Dakota corporation, is a wholly owned subsidiary of Arrowhead Minerals Corp.

3. That on or about August 19, 1997, Arrowhead Resources (USA) Ltd. entered into an agreement with Ultra Resources, Inc. and Ultra Petroleum (USA) Inc. pertaining to certain oil and gas leases and lands located in Sublette County, Wyoming.

4. That said Agreement of August 19, 1997 was amended by Letter Agreement of October 30, 1997 and by Second Amendment dated October 30, 1998.

5. That pursuant to the provisions of said Agreement of August 19, 1997, as amended, Arrowhead Resources (USA) Ltd. agreed to pay one hundred percent (100.0%) of Ultra's proportionate share of the cost to drill and case a test well on the subject leases and lands to earn an undivided fifty percent (50.0%) of Ultra's proportionate working interest in the oil and gas leases.

6. That Ultra represented that it was the owner of an eighty-five percent (85.0%) working interest in and to the oil and gas leases made subject to the Agreement of August 19, 1997, as amended.

7. That pursuant to the Second Amendment of October 30, 1998, the following described lands located in Sublette County, Wyoming were made subject to the Agreement between the parties:

Township 32 North, Range 109 West, 6th P.M.
Section 4: Lots 1, 2, 3, 11, 12, 13, 14
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: E/2
Section 21: SE/4
Section 22: S/2
Section 23: All
Section 24: All

Township 32 North, Range 108 West, 6th P.M.
Section 7: All
Section 18: All except Lot 1
Section 19: All

273808

RECORDED Aug 27 19 99 M
IN BOOK 111 P-6 PAGE 624
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

8. That said Agreement of August 19, 1997, as amended, is still in full force and effect and the purpose of this Affidavit is to put the public on notice of the rights of Arrowhead Resources (USA) Ltd. in and to said lands and leases.

Further affiant saith not.

ARROWHEAD MINERALS CORP.

By: A.D. Laird
Allan D. Laird, President

Subscribed and sworn to before me this 24 day of June, 1999 by Allan D. Laird as President of Arrowhead Minerals Corp.

Witness my hand and official seal.

Notary Public in and for the Province of Alberta, Canada

My Commission expires:

N/A

Barrister & Solicitor
Member of the
Law Society of Alberta

625

626

X 12'107

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.

Marc Randal Strahn
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

273817

1:15 P

RECORDED June 19 1998 M
IN BOOK 111 O & G PAGE 626
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Robin Page

7579[redacted]1 [redacted] [redacted]

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Clifford C. Brewer, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2	Sublette County	Wyoming	2-14-98	2-14-98	107/194 4-2-98

[redacted]

[redacted]

[redacted]

Lo9

628

Do 12741

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.

Marc Randal Strahn
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

My Commission Expires: _____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

273818

RECORDED June 24 1998 M 1:15 P
IN BOOK 116 PAGE 628
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Rebecca Hayes

751196-C [redacted] Horse Creek [redacted] [redacted]

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	James W. Brewer and Mildred P. Brewer, individually and as husband and wife	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2	Sublette County	Wyoming	3-19-98	3-19-98	107/599 5-4-98

[redacted]

[redacted]

[redacted]

629

630 D6 12742

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.

Marc Randal Strahn
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

273819

1:15 P

RECORDED June 24 1999 M
IN BOOK 111 Misc PAGE 630
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Robin Page

75196- [redacted] Horse Creek [redacted] [redacted]

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Brian John Maclean and Diane Godschalx Maclean, individually and as husband and wife	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2N1/2	Sublette County	Wyoming	2-23-98	2-23-98	107/185 4-2-98

[redacted]

[redacted]

631

632

Db 1274

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

Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

273820

1:15 P

RECORDED June 29 1999 M
IN BOOK 111 Deed PAGE 632
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Debbie Pope

75805 [redacted] Horse Creek [redacted] [redacted]

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Edith L. Barp, aka Edith Barp and George L. Barp, aka George Barp, individually and as wife and husband	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 3: Lots 3(39.18), 4(39.01), SW1/4NW1/4, NW1/4SW1/4 4: Lots 1(38.83), 2(38.65), S1/2NE1/4 Township 34 North, Range 113 West, 6th P.M. 15: S1/2SW1/4, W1/2SE1/4 20: SW1/4NE1/4, E1/2SW1/4, SE1/4 21: SE1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4 22: N1/2NW1/4, SW1/4NW1/4 29: NW1/4NE1/4, SW1/4SE1/4 32: NE1/4, N1/2SE1/4, SE1/4SE1/4 33: SW1/4, SW1/4SE1/4 34: E1/2SW1/4	Sublette County	Wyoming	3-3-98	3-3-98	107/605 5-4-98

[redacted]

[redacted]

633

634

Dp 12752

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.

Marc Randal Strahn
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

273821

1:15 P

RECORDED June 24 1999 M
IN BOOK 111 A+ PAGE 634
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Page

[redacted] [redacted] [redacted]

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Cornelia M. Robinson, aka Cornelia M. Jewett, individually and as TTEE of the Cornelia M. Robinson Trust	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 3: Lots 3(39.18), 4(39.01), SW1/4NW1/4, NW1/4SW1/4 4: Lots 1(38.83), 2(38.65), S1/2NE1/4 Township 34 North, Range 113 West, 6th P.M. 15: S1/2SW1/4, W1/2SE1/4 20: SW1/4NE1/4, E1/2SW1/4, SE1/4 21: SE1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4 22: N1/2NW1/4, SW1/4NW1/4 29: NW1/4NE1/4, SW1/4SE1/4 32: NE1/4, N1/2SE1/4, SE1/4SE1/4 33: SW1/4, SW1/4SE1/4 34: E1/2SW1/4	Sublette County	Wyoming	3-4-98	3-4-98	107/593 5-4-98

635

15803-000

636

1069

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 17th day of September, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 17th day of September, 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 September, 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

273822

1:15 P
RECORDED June 29 1999 M
IN BOOK 111 O.R. PAGE 636
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By S Lake Deputy

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Thomas Daniel O'Neil, III and Sharon A. O'Neil, individually and as husband and wife	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 3: Lots 3(39.18), 4(39.01), SW1/4NW1/4, NW1/4SW1/4 4: Lots 1(38.83), 2(38.65), S1/2NE1/4 Township 34 North, Range 113 West, 6th P.M. 15: S1/2SW1/4, W1/2SE1/4 20: SW1/4NE1/4, E1/2SW1/4, SE1/4 21: SE1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4 22: N1/2NW1/4, SW1/4NW1/4 29: NW1/4NE1/4, SW1/4SE1/4 32: NE1/4, N1/2SE1/4, SE1/4SE1/4 33: SW1/4, SW1/4SE1/4 34: E1/2SW1/4	Sublette County	Wyoming	3-4-98	3-4-98	108/15 6-11-98

637

15805-004

638

L 100G9

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 17th day of September, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 17th day of September, 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 September, 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

273823

1:15 P

RECORDED June 19 1999 M
IN BOOK 111 O&G PAGE 638
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Kate Pope

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Sandra F. Wohrman and Frederick R. Wohrman, individually and as wife and husband	Hanson & Strahn, Inc.	Township 33 North, Range 113 West, 6th P.M. 3: Lots 3(39.18), 4(39.01), SW1/4NW1/4, NW1/4SW1/4 4: Lots 1(38.83), 2(38.65), S1/2NE1/4 Township 34 North, Range 113 West, 6th P.M. 15: S1/2SW1/4, W1/2SE1/4 20: SW1/4NE1/4, E1/2SW1/4, SE1/4 21: SE1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4 22: N1/2NW1/4, SW1/4NW1/4 29: NW1/4NE1/4, SW1/4SE1/4 32: NE1/4, N1/2SE1/4, SE1/4SE1/4 33: SW1/4, SW1/4SE1/4 34: E1/2SW1/4	Sublette County	Wyoming	3-4-98	3-4-98	108/12 6-11-98

75831-002

90 — 640 — 10073

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 17th day of September, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 17th day of September, 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 September, 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

273824

1:15 P

RECORDED Aug 29 19 99 M
IN BOOK 111 O&G PAGE 640
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Barbara Pape

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Floyd L. Briggs, Jr. and Kathryn J. Briggs, with exclusive leasing rights for Mary L. Spence, aka Mary Lozier, aka Mary Louise Lozier, a married woman	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 2: SE1/4	Sublette County	Wyoming	3-5-98	3-5-98	107/467 4-6-98

[redacted]

[redacted]

641

583-001

642

100 71

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease 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 this 18th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273825

1:15 P

RECORDED June 29 1999 M
IN BOOK III A & G PAGE 642
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Linda Pope

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 18th 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 18th 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

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Elvin L. Booth and Jacqueline M. Booth, husband and wife	Loma Energy Corp.	Township 35 North, Range 113 West, 6th P.M. 34: NE1/4 35: NW1/4	Sublette County	Wyoming	2-16-98	2-16-98	109/550 11-20-98

[redacted]

[redacted]

[redacted]

143

Horse Creek

644

10072

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease 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 this 12th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273826

1:15 P

RECORDED June 19 19 99 M
IN BOOK 111 O+G PAGE 644
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patt Pape

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 12th 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 12th day of November, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

EXHIBIT A

	Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted]	Janice R. Luhn, a widow	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 1: Lots 3(39.20), 4(38.88), S1/2NW1/4 2: Lots 1(38.62), 2(38.43), S1/2NE1/4	Sublette County	Wyoming	3-1-98	3-1-98	109/557 11-20-98

[redacted]

[redacted]

045

646

10064

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease 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 this 12th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273827 1:15 P

RECORDED June 29 1999 M
IN BOOK 116 PAGE 646
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Pyle

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 12th 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 12th day of November, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 18, 1999

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

[redacted] [redacted] Horse Creek 75875 [redacted]2

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Jack L. Foote, Grover L. Foote, and Gretchen A. McCleary, all married persons dealing in their sole and separate property	Loma Energy Corp.	Township 34 North, Range 113 West, 6th P.M. 1: Lots 3(39.20), 4(38.88), S1/2NW1/4 2: Lots 1(38.62), 2(38.43), S1/2NE1/4	Sublette County	Wyoming	3-1-98	3-1-98	110/154 1-4-99

758746

[redacted]

[redacted]

648

10062

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 26, 1999, from Circle Cattle Company Limited Partnership, a Wyoming limited partnership, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 111 O&G, Page 460 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 17: S1/2SE1/4

and containing 80.00 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 4th day of June, 1999.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 4th day of June, A.D. 1999, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of June, A.D. 1999.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2003

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

273828 1:15P

RECORDED June 29 1999 M
IN BOOK 111 O&G PAGE 648
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Kathi Pope

Hanson Cancun
M5[redacted]-000

[redacted] [redacted] [redacted]

EXTENSION/TOP LEASE OF OIL AND GAS LEASE

County of Sublette §
§
State of Wyoming §

THIS EXTENSION/TOP LEASE of oil and gas lease, is executed by Deborah C. Carrick (FKA Deborah Sanford) and Benjamin F. Carrick, Individually and as wife and husband (the "Lessor") as of the date set forth in the acknowledgment below;

WITNESSETH:

WHEREAS, Lessor and Starwood, Inc., as Lessee, entered into an Oil and Gas Lease dated July 28, 1993, which is recorded in Book 93, Page 394 of the Oil and Gas Records of Sublette County, Wyoming (the "Lease"), and which pertains to the following described lands:

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

(the "Lands"); and

WHEREAS, Lessor owns an undivided mineral interest in the Lands covered by the Lease;

WHEREAS, Starwood, Inc. committed the Lease to an agreement with Aztec Energy Corporation and assigned the leasehold on a portion of the Lands covered by the Lease to Aztec Energy Corporation, effective as of May 11, 1998, and

WHEREAS, the primary term of this Lease has expired, but the Lease is being perpetuated beyond its primary term by virtue of its inclusion in the Green Piney Unit (No. WYW132749X) and is subject to termination upon termination of the Green Piney Unit; and

WHEREAS, Lessor desires to extend the term of the Lease as hereinafter set forth as to that portion of the Lands subject to the Lease presently owned by Aztec Energy Corporation and to grant a top lease to Aztec Energy Corporation as to the remaining portion of the Lands covered by the Lease.

NOW, THEREFORE, for ten ($10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby extends the term of the Lease through May 29, 2001, and grants, demises, leases and lets all of the Lands to Aztec Energy Corporation, as extension Lessee, and Aztec's successors and assigns, upon the terms of the Lease, with the same tenor and effect as if the extended term and extension Lessee had been originally expressed in the Lease, for the extended term and as long thereafter as oil, gas, casinghead gas or other liquid or gaseous hydrocarbons are produced from any well on the Lands covered by the Lease or the Lease is otherwise extended by operations, rental payments, other payments or activities as provided for therein.

THE EXTENSION shall be effective as of May 28, 1999 and the top lease shall be effective and vest in possession as of the termination of the existing Lease.

By: Deborah C. Carrick
Deborah C. Carrick

By: Benjamin F. Carrick
Benjamin F. Carrick

273837

8:25 A
RECORDED June 30 1999 M
IN BOOK 111 D+G PAGE 649
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

County of §
§
State of §

On this 7 day of June, 1999, before me personally appeared Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband, 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:
6-18-01

Sandra M. Pieper
Notary Public
State of Pennsylvania

Notarial Seal
Sandra M. Pieper, Notary Public
Erie, Erie County
My Commission Expires June 18, 2001

649

EXHIBIT "A"
to that certain Extension/Top Lease of Oil and Gas Lease

Township 31 North, Range 111 West, 6th P.M.

Section 1: Lots 3, 4, S/2NW/4, SW/4, less 1.00 acre, more or less, in SE/4SW/4 of Section 1 as found in Book 6, Page 306
Section 2: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, SE/4, E/2SW/4
Section 11: N/2NE/4
Section 12: N/2NW/4, less 1.00 acres, more or less, in NE/4NW/4 of Section 12 as found in Book 6, Page 306

Township 32 North, Range 111 West, 6th P.M.

Section 26: SW/4SW/4
Section 27: S/2NE/4, SE/4
Section 34: NE/4
Section 35: SE/4NE/4, W/2NE/4, NW/4, S/2

All of the above lands containing 2,036.47 gross acres, more or less.

SIGNED FOR IDENTIFICATION

By: _____
Deborah C. Carrick

By: _____
Benjamin F. Carrick

[redacted] [redacted] [redacted]

EXTENSION/TOP LEASE OF OIL AND GAS LEASE

County of Sublette §
§
State of Wyoming §

THIS EXTENSION/TOP LEASE of oil and gas lease, is executed by Rimfire Ranch, LLC, (the "Lessor") as of the date set forth in the acknowledgment below;

WITNESSETH:

WHEREAS, High Mountain Ranches, Inc., as Lessor, and Starwood, Inc., as Lessee, entered into a Corrected Oil and Gas Lease dated December 16, 1993, which is recorded in Book 101, Page 259 of the Oil and Gas Records of Sublette County, Wyoming (the "Lease"), and which pertains to the following described lands:

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

(the "Lands"); and

WHEREAS, the undersigned acquired a mineral interest in a portion of the Lands covered by the Lease;

WHEREAS, Starwood, Inc. committed the Lease to an agreement with Aztec Energy Corporation and assigned the leasehold on a portion of the Lands covered by the Lease to Aztec Energy Corporation, effective as of May 11, 1998; and

WHEREAS, the primary term of this Lease has expired, but the Lease is being perpetuated beyond its primary term by virtue of its inclusion in the Green Piney Unit (No. WYW132749X) and is subject to termination upon termination of the Green Piney Unit; and

WHEREAS, Lessor desires to extend the term of the Lease as hereinafter set forth as to that portion of the Lands subject to the Lease presently owned by Aztec Energy Corporation and to grant a top lease to Aztec Energy Corporation as to the remaining portion of the Lands covered by the Lease.

NOW, THEREFORE, for ten ($10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby extends the term of the Lease through May 29, 2001, and grants, demises, leases and lets all of the Lands to Aztec Energy Corporation, as extension Lessee, and Aztec's successors and assigns, upon the terms of the Lease, with the same tenor and effect as if the extended term and extension Lessee had been originally expressed in the Lease, for the extended term and as long thereafter as oil, gas, casinghead gas or other liquid or gaseous hydrocarbons are produced from any well on the Lands covered by the Lease or the Lease is otherwise extended by operations, rental payments, other payments or activities as provided for therein, subject, however, to the following terms and conditions which are hereby incorporated in said Lease and supersede any conflicting or inconsistent provisions appearing in the Lease and shall remain effective despite pooling or unitization process:

1. Notwithstanding anything to the contrary herein, it is agreed to by Lessor and Lessee, that the royalty paid to the Lessor under the Lease shall be Twenty Percent (20%) rather than the one-eight ($1/8^{th}$) royalty set forth in the Lease. Wherever the fraction one-eight ($1/8^{th}$) appears, it shall be deemed to read Twenty Percent (20%). The Twenty Percent (20%) royalty paid to Lessor shall be proportionately reduced in the percentage that Lessors mineral interest bears to One Hundred Percent (100%) of the minerals.

THE EXTENSION shall be effective as of the date of this instrument and the top lease shall be effective and vest in possession upon the termination of the existing Lease

273838

8:25a
RECORDED June 30 1999 M
IN BOOK 111 D+G PAGE 651
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sacton

Rimfire Ranch, LLC

By: John M. Hanley President

ATTEST:

Aztec Energy Corporation

By: Jon C. Perry

651

County of Sublette §
§
State of Wyoming §

On this 21st day of May, 1999, before me personally appeared John Andrikopoulos the President of Rimfire Ranch, LLC, 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:
02/21/2003

Susan Gulbrandson
Notary Public
State of: Wyoming

Susan Gulbrandson
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Feb. 21, 2003

County of Bexar §
§
State of Texas §

On this 27 day of May, 1999, before me personally appeared Dan C. Perry, the PRESIDENT of Aztec Energy Corporation, 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 Dan C. Perry acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27 day of May, 1999.

Christina C. Vance
Notary Public
My Commission Expires:
(SEAL)

CHRISTINA C. VANCE
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 05-30-2000

EXHIBIT "A"
to that certain Extension/Top Lease of Oil and Gas Lease

Township 32 North, Range 111 West, 6th P.M.

Section 22: SW/4 & SW/4SE/4
Section 25: W/2NW/4, N/2SW/4 & SE/4SW/4
Section 26: NE/4, N/2SE/4, SE/4SW/4, N/2SW/4 & SW/4NW/4
Section 27: N/2NE/4 & W/2
Section 28: E/2NE/4, SW/4NE/4 & NE/4SE/4

Township 31 North, Range 111 West, 6th P.M.

Section 1 & 12: a tract of land in NE/4NW/4 of Section 12 and in SE/4SW/4 of Section 1 described in M & B in BK 6 of Warranty Deeds, Pg. 306, containing 2 acres, more or less
Section 11: SW/4
Section 14: N/2NW/4 & SW/4NW/4
Section 15: NW/4 & SE/4NE/4

All of the above lands containing 1842 gross acres, more or less.

SIGNED FOR IDENTIFICATION

Rimfire Ranches, LLC

By: _____

AZTEC OIL & GAS CO.
ATTEST:
NOTARIAL SEAL

Aztec Energy Corporation

By: _____

654

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS

That Natco, a division of National Tank Company, the present holder of lien claimed in Oil & Gas Lien affidavit on the Stewart Point 3-28 lease dated April 21,1999 and recorded on April 28, 1999 In Book Number 111 O+G Page 138 under Register Number 272913, Sublette County, Pinedale, WY for sufficient consideration received, the receipt of which is acknowledged by Jaime Ledergerber, Manager of Treasury Services does release and discharge Ultra Petroleum from all claims, debts, demands, and causes of action arising from the activities described in the Oil & Gas Lien affidavit from any lien claimed on the property by Natco, a division of National Tank Company.

Executed this the 23 day of June, 1999.

Natco, a division of National Tank Company, Inc.

By: Jaime Ledergerber
Jaime Ledergerber, Manager of Treasury Services

State of Texas)

County of Harris)

Subscribed and sworn to before me by Jaime Ledergerber this 23rd day of June, 1999.

My commission expires: 05-24-2003 Paulette W. Snowden

Notary Public

PAULETTE W. SNOWDEN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 24, 2003

273880

1:10

RECORDED July 2 1999 M
IN BOOK III O+G PAGE 654
FEES $ 4.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

RECEIVED
JUN - 1 1999
BY:

TERMINATION STATEMENT

1. Debtor and Address:

McMURRY OIL COMPANY
(Tax ID #83-0260973)
Box 220
Casper, Wyoming 82602

2. Secured Party and Address:

NORWEST BANK WYOMING, NATIONAL ASSOCIATION
234 East First Street
Casper, Wyoming 82601

3. This Termination Statement refers to Original Financing Statement filed in Sublette County, Wyoming, on February 25, 1994, in Book 96 O&G at Page 235, and under File Number U28775.

4. Termination: The Secured Party of record no longer claims a security interest under the Original Financing Statement described above.

NORWEST BANK WYOMING, NATIONAL ASSOCIATION

By: _____
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 25 day of May, 1999, by Tim S. Kugler, as Vice President of NORWEST BANK WYOMING, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

GAIL R. KELLY - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires 9-10-99

_____
Notary Public

My commission expires: 9-10-99

(SEAL)

273881

RECORDED July 2 1999 1:10P M
IN BOOK 111 O&G PAGE 655
FEES $6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By _____

656

ROYALTY ASSIGNMENT

This assignment made and entered into this 8 day of July, 1998,
by and between GEORGE E. CONLEY, an unmarried man dealing in his sole and separate property,
herein referred to as assignor, (whether one or more) and
CONLEY RESOURCES, LLC, PO Box 99, Parker, CO 80134-0099
hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 85% of 2% of 8/8ths (1.7% of 8/8) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

ORIGINAL

T. 27N., R. 110W., 6th PM,
sec. 6: lots 1 thru 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
sec. 7: lots 1 thru 4, E½, E½W½
sec.18: lots 1 thru 4, NE¼, E½W½, N½SE¼, SW¼SE¼
1813.31 acres, m/l.

under the terms of that certain oil and gas lease made and entered into by and between the UNITED STATES of AMERICA as lessor, and George E. Conley, as lessee, bearing No. WYW 130241 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the assignor under the terms of said lease are computed and paid.

being part of the overriding royalty reserved to assignor herein in that certain Assignment of Record Title Interest in the above lease to Klabzuba Oil & Gas, dated 12/3/93, filed in the case record under the above serial number in the US Land Office in Cheyenne, Wyoming. This Assignment includes every right of every kind owned by assignor in and to the above lease, including rights to reassignment of the leasehold.

273882

IN WITNESS WHEREOF this instrument is executed on the day and year first hereinabove written.

RECORDED July 2 1999 2:35 PM
IN BOOK 111 Ot6 PAGE 656
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cooke

GEORGE E. CONLEY

NOTARY PUBLIC STAN LUNA STATE OF COLORADO

STATE OF COLORADO
COUNTY OF Douglas } ss

The foregoing instrument was acknowledged before me this 8th day of July, 1998,
by George E. Conley.
My Commission Expires: 9/11/2000

Notary Public

STATE OF _____
County of _____ } ss.

I hereby certify that this instrument was filed for record on the _____ day of _____ A. D., 19____ at _____ o'clock; _____ m., and duly recorded in Book _____ Page _____ of the _____ records,

_____ of said County.

_____
County Clerk

By _____, Deputy

Rec. No. _____ Fees, $ _____

Return to PO Box 99
Parker, CO 80134-0099

ROYALTY ASSIGNMENT

This assignment made and entered into this 7 day of July, 1998,
by and between GEORGE E. CONLEY, an unmarried man dealing in his sole and separate property, *
herein referred to as assignor, (whether one or more) and
CONLEY RESOURCES, LLC, PO Box 99, Parker, CO 80134-0099
hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to one and one-half percent of 8/8 (1.5% of 8/8) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

ORIGINAL
273883

T. 27N., R. 111W., 6th PM,
sec. 19: lots 1-4, SW¼NE¼, E½W½, W½SE¼
sec. 30: lots 1-3, E½, E½W½
973.53 acres, m/l.

RECORDED July 2 1998 2:35P M
IN BOOK 111 OtG PAGE 657
FEES $6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sloan

under the terms of that certain oil and gas lease made and entered into by and between the UNITED STATES of AMERICA as lessor, and John P. Cuccia, as lessee, bearing No. WYW 58724 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the ~~assignor~~ Lessor under the terms of said lease are computed and paid.

being all of the overriding royalty conveyed to assignor herein in that certain Royalty Assignment, dated 6/3/77, recorded in Book 56 OG, Page 509 of the said County records. This Assignment includes every right of every kind owned by assignor in and to the above lease, including rights to reassignment of the leasehold.
*(Quitclaim to separate property recorded Book 7QCD, Page 479 of said County records.)

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

GEORGE E. CONLEY

STATE OF COLORADO
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 7th day of July, 1998,
by George E. Conley.

My Commission Expires My Commission Expires 8/19/2000

BEVERLY NIETO NOTARY PUBLIC STATE OF COLORADO

Notary Public

STATE OF _____
County of _____ } ss.

I hereby certify that this instrument was filed for record on the _____ day of _____ A. D., 19____ at _____ o'clock; _____ m., and duly recorded in Book _____ Page _____ of the _____ records, _____ of said County.

_____
County Clerk

By _____, Deputy

Rec. No. _____ Fees, $ _____

Return to PO Box 99
Parker, CO 80134-0099

657

658

3000-3
ary 1996)

Return to:

JOHN C. MANNING
P.O. Box 13470
Las Vegas, Nevada 89[illegible] 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-11603

Lease Effective Date
(Anniversary Date)
?

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* John K. Manning
Street P.O.Box 1376
City, State, ZIP Code Las Cruces, NM 88004

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

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 form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 28 N., R 114 W., 6th Prin. Mer.	0.00666				
Sec. 21: E ½		0.00333	to: John K. Manning		
Sublette County, Wyoming		0.00333	to Mark T. Manning		

273942
9:45A
RECORDED July 9 1999 M
IN BOOK 111 O-4 PAGE 458
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Pope

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

Assignment approved for above described lands:

☐ Assignment approved for attached land description

Assignment approved effective _____

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

_____
(Authorized Officer)

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

[redacted] [redacted] [redacted]

Assignee:

Mark T. Manning
2500 Beech Street
Bakersfield, CA 93301

533095

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 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 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) and 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 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 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 May, 1999

Name of Assignor as shown on current lease: John C. Manning and Eva G. Manning, trustees of the John C. Manning Trust No. 1, established on April 10, 1979 or the successor trustee.

Assignor John C. Manning (Signature)

~~or~~ Assignor ~~Attorney-in-fact~~ Eva G. Manning (Signature)

JOHN C. MANNING
(Assignor's Address) P.O. Box 13470
Las Vegas, Nevada 89112
(City) (State) (Zip Code)

Executed this 25th day of May, 1999

Assignee John K. Nelson (Signature)

~~or~~ Assignee ~~Attorney-in-fact~~ Mark T. Manning (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, 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.

NEVADA INDIVIDUAL ACKNOWLEDGMENT

State of NEVADA
County of CLARK } ss.

This instrument was acknowledged before me on this the 28th Day day of June Month, 1999 Year, by
(1) John C Manning Name of Signer
(2) and EVA Manning Name of Signer.

Signature of Notary Public

Notary Public-State Of Nevada
COUNTY OF CLARK
WILLIAM F. COOTER JR.
My Appointment Expires
November 22, 2001
No. 93-1999-1

OPTIONAL

Though the information in this section 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: Assignment of Record

Document Date: 6/25/99 Number of Pages: 1 (FRONT)

Signer(s) Other Than Named Above: John K Manning
MARK T Manning

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

© 1995 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148569

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1 Name SANTA FE SNYDER CORPORATION
Street 1625 BROADWAY #2200
City, State, Zip Code DENVER, CO 80202

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

2. This application/offer/lease is for: *(Check only One)* [X] PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 109OW 06th Meridian WY State Sublette County
sec. 001 LOTS 3,4;
001 S2SW;

274028

RECORDED July 14 1999 3:00 PM
IN BOOK 111 OAS PAGE 661
FEES $20.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 141.810
Rental retained $ 213.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ [X] Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUN 15 1999
(Date)

EFFECTIVE DATE OF LEASE JUN 1 1999

FOR LESSEE

(Continued on reverse)

661

6062

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

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

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

Duly executed this 23rd day of June, 19 99. 6/23/99

Don D. DeCarlo (Signature of Lessee or Attorney-in-fact)

Vice President & General Manager

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

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

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

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

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. ~~6508~~

State	Date of sale
WY	9-9

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)* :		
☒ Oil and Gas Parcel Number 168		
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____	[illegible]	6/2/99

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Santa Fe Snyder Corporation
Print or Type Name of Lessee

[signature]
Signature of Lessee or Bidder
Agent

1625 Broadway Suite 2200
Address of Lessee

Denver CO 80202
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the ~~first~~ year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

OPTIONAL USE COPY

Form 3000-2 (July 1997)

664

WYW148569

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

LEASE NOTICE NO. 1 WYW148569

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

WYW148569

SPECIAL LEASE NOTICE

THREATENED, ENDANGERED, CANDIDATE, OR OTHER SPECIAL STATUS PLANT AND ANIMAL SPECIES

The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species are present. (Endangered Species Act of 1973 as amended, Sections 2 and 7.)

SPECIES: Cirsium aridum (Cedar Rim thistle);

[redacted] [redacted] [redacted]

WYW148569

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Feb 1 to Jul 31;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW148569

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

[redacted] [redacted] [redacted]

Sublette County, WY

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective January 1, 1993, (the "Effective Time"), is from **OCEAN ENERGY RESOURCES, INC.**, whose address is 1670 Broadway, Suite 2800, Denver, Colorado 80202 (the "Assignor") to **JMI ENERGY, INC.**, 7600 West Tidwell Road, Suite 103, Houston, Texas 77040-5719 and **FIDELITY OIL HOLDINGS, INC.**, 918 E. Divide, Suite 200 Bismarck, North Dakota 58501 (collectively and individually, the "Assignee").

PART I

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby transfers, grants, bargains, sells, conveys, and assigns to each Assignee, subject to the reservations and other provisions of this Assignment, an undivided percentage interest equal to such Assignee's Percentage (as hereinafter defined) in and to the following interests (such assigned interests being called the "Interests"):

1.1 The estates created by the oil, gas and mineral leases, including any amendments, extensions, ratifications, renewals, or corrections thereof, fee mineral interests, overriding royalty interests, royalty interests and any other interests in oil and gas, whether or not described in Exhibit "A" attached hereto, together with Assignee Percentage Interest in respect to any pooled, communitized, or unitized acreage of which any such estates and/or interests are a part (collectively, the "Land");

1.2 To the extent Assignor may lawfully assign and convey the same, Assignee Percentage Interest in and to the right, title and interest and estate in and to the property and rights incident to the Leases, insofar and only insofar as the Leases cover and relate to the Land or lands unitized or pooled therewith, including all agreements, product purchase and sale contracts, processing contracts, well records and production records insofar as the same relate to the Interests, other agreements, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto;

1.3 Assignee Percentage Interest in and to the personal property, equipment, machinery, fixtures and improvements now or as of the Effective Time located on the Land, or lands unitized or pooled therewith, to the extent used in connection with the Leases insofar and only insofar as the leases cover and relate to the Land or lands unitized or pooled therewith;

1.4 Assignee Percentage Interest in and to the right, title and interest and estate in and to the off-premises facilities that serve only operations on the Land, or lands unitized or pooled therewith, insofar as they cover and relate to the Land, or lands unitized or pooled therewith; and

1.5 All tenements, hereditaments and appurtenances belonging or any way pertaining to the Interests or properties, franchises, rights, contracts and agreements or any part thereof assigned to such Assignee pursuant to this Assignment, and all rents, revenues, income, products, proceeds and profits thereof.

274160

RECORDED July 22 1993 10:40 AM
IN BOOK 111 O+G PAGE 669
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

The term "Assignee Percentage" as used herein shall mean with respect to each Assignee that percentage of Assignor's interest set out opposite their name below:

JMI ENERGY, INC.	**3.291045%**
FIDELITY OIL HOLDINGS, INC.	**9.402985%**

TO HAVE AND TO HOLD the Interests together with all singular the rights and appurtenances thereto in anywise belonging unto Assignee and its successors and assigns forever, and Assignor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend all and singular the title to said interests unto said Assignee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Assignor, but not otherwise.

This Assignment is subject to all existing royalties and overriding royalties and other encumbrances to the extent such matters actually and validly affect the Interests.

PART II

2.1 Assignor hereby agrees to indemnify each Assignee and hold it harmless from and against all losses, costs, liabilities, and expenses (including, without limitation, costs of suit and attorney's fees) arising out of (a) any lien or assessments for taxes relating to any of the Interests being contested by Assignor as of the Effective Time in good faith in the normal course of business and (b) all materialmen's, mechanics', repairmen's, employees', contractors', operators', or other similar liens (whether express, implied, statutory or constitutional) or charges against the interests arising in the ordinary course of business incidental to construction, maintenance, or operation of the Interests on account of acts occurring before the Effective Time.

2.2 Assignor hereby assigns to each Assignee the right to enforce, in either Assignor's or such Assignee's name, all covenants and warranties made by any other person with respect to the Interests or any part thereof.

2.3 The validity of the Assignment shall be governed by the Laws of the State of Colorado.

2.4 Unless provided otherwise, all recording references in the attached Exhibit "A" are to the appropriate records of the county or counties or parish or parishes in which the Interests are located.

2.5 By acceptance of this Assignment, each Assignee hereby assumes and agrees to pay, perform and discharge its proportionate share of Assignor's obligations under, but not limited to, the oil, gas and other mineral leases, operating agreements, unitization agreements, pooling agreements, farmout agreements, assignments, gas sales contracts, gas processing contracts, units, joint venture agreements, wells and any other instruments and agreements or other burdens which are part of the properties herein assigned, but only to the extent that any of the foregoing are valid and enforceable, relate to the Interests, and are attributable to the period after the Effective Time; provided, however, that the provisions of this Section 2.5 shall not be deemed to limit or affect such Assignee's remedies under Assignor's warranty of title.

[redacted] [redacted] [redacted]

2.6 The parties agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment.

2.7 This Assignment shall bind and inure to the benefit of Assignor and each Assignee and their respective successors and assigns.

2.8 This Assignment is subject in all respects to all existing operating agreements respecting the Interests.

2.9 The assignments hereunder are made by Assignor severally to each Assignee and shall be construed as if made by a separate Assignment, Bill of Sale and Conveyance to each Assignee with respect to its Assignee's Percentage of the rights, titles and interests so assigned. Nothing herein is intended to create, or shall create, any right or obligation of any Assignee with respect to any other Assignee or the rights, titles and interests it is receiving hereunder, or any partnership, joint venture, or other relationship among Assignees, their obligations with respect to such rights, titles and interests being that of co-owners and tenants in common, and several and not joint.

EXECUTED THIS 9th day of June, 1999, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE TIME.

ATTEST:

By: _____
Pamela L. Wolf, *Assistant Secretary*

OCEAN ENERGY RESOURCES, INC.

By: _____
Edward L. McLaughlin, *Vice President*

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said county and state on this 9th day of June, 1999, personally appeared Edward L. McLaughlin, to me known to be the identical person who subscribed the name of **OCEAN ENERGY RESOURCES, INC.**, to the foregoing instrument as its Vice President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires:

My Commission Expires May 17, 2000

_____
Notary Public
1670 Broadway, Suite 2800
Denver, Colorado 80202

JAMES C. JODA NOTARY PUBLIC STATE OF COLORADO

93

671

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT FROM OCEAN ENERGY RESOURCES, INC.
TO JMI ENERGY, INC.

PROSPECT BIG PINEY
STATE OF WYOMING COUNTY OF SUBLETTE

Lease Number	Lessor	Lessee	Lease Date	Twsp	Rge	P-M	Sec	Legal Description	Book-Page-Register
WY-0290-001*	USA WYW 43911	WILLIAM R INGEBRETSON	08/01/56	29N	112W		13 24 25	SE/4, S/2SW/4 W/2NW/4, SW/4 N/2NW/4	NOT-RECORDED-
WY-0290-002*	USA WYW 039908	WILLIAM R INGEBRETSON	08/01/56	29N	112W		24 25 35	E/2, E/2NW/4 S/2, S/2N/2, N/2NE/4 ALL	NOT-RECORDED-

TRANSFER, CONVEYANCE AND ASSIGNMENT

Sublette Co.
Sp.

This Transfer, Conveyance and Assignment, dated effective as of July 1, 1999, at 7:00 a.m., local time (the "Effective Time"), is from **Robert L. Manning, a married man dealing in his sole and separate property** (hereinafter referred to as Grantor, whether one or more), whose address is 370 Seventeenth Street, Suite 3650, Denver, Colorado, 80202, to the **Robert L. Manning Revocable Trust dated March 28, 1985, James D. Hanegan, Trustee**, whose address is 370 Seventeenth Street, Suite 3650, Denver, Colorado, 80202 (hereinafter referred to as Grantee, whether one or more), for and in consideration of the sum of Ten and More Dollars ($10.00 & More) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both Grantor and Grantee, Grantor hereby grants, transfers, conveys and assigns to Grantee the following (all of which are herein called the "Interests"):

All of the Grantor's right, title and interest in and to the lands, properties and interests described in EXHIBITS "A", "B", "C", "D", "E", "F" and "G" attached hereto and made a part hereof and collectively herein referred to as "EXHIBITS", which shall include, but not be limited to, all of Grantor's interest in oil and/or gas wells, oil and gas working interests, royalty interests, overriding royalty interests, mineral interests, net profits interests, carried working interests, leasehold interests (fee, federal, state), surface leases, along with any and all of the oil, gas and other minerals produced from said lands, properties and interests; together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands or properties for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land and properties all of Grantee's property and improvements; and,

All of Grantor's right, title and interest in and to any units, pooled areas or communitized areas that cover or include all or any portion of the lands, properties and interests described on the EXHIBITS including interests in operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchaseand sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any way relating thereto; and,

All of Grantor's right, title and interest in and to all of the wells situated on the lands described on the EXHIBITS, or on land pooled, communitized or unitized therewith, together with Grantor's Interest in the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Grantor in connection with the said lands or wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment., casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, and field processing plants, and all other appurtenances thereunto belonging; and

All of Grantor's interests in options, farmout agreements, exploration agreements and other agreements granting to Grantor the right to earn or otherwise acquire interests in the lands and properties described on the EXHIBITS; and

All of Grantor's right to benefit from and to enforce any covenants and warranties, if any, which Grantor is entitled to enforce with respect to Grantor's predecessors in title.

274165

RECORDED July 22 1999 11:25 M
IN BOOK 111 OTG PAGE 673
FEES $14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sagers

673

This Transfer, Conveyance and Assignment is made subject to any rights now existing in any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that Grantee shall have, receive, and enjoy the herein granted Interests in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said leases insofar as they cover the lands and properties described on the EXHIBITS from and after the Effective Time hereof, precisely as if the Grantee herein had been at the date of the making of said leases the owner of the interest in and to the lands described.

This Transfer, Conveyance and Assignment is not intended as a sale as that term is used in various Operating Agreements and Letter Agreements to which the Interests are subject, but as a transfer between associated nominees and beneficiaries.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

Unless provided otherwise, all recording references in the EXHIBITS are to the official real property records of counties or parishes in which the land and properties are located.

This Transfer, Conveyance and 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. To facilitate recording, the counterpart to be recorded in a given county may contain only that portion of the EXHIBITS that describes property located in that county. The parties hereto have each retained a counterpart of this Instrument containing all EXHIBITS attached hereto.

Separate assignments or counterparts of this Transfer, Conveyance and Assignment may be executed for filing with government agencies to satisfy applicable statutory and regulatory requirements. Those assignments or counterparts shall be deemed to contain all of the rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment or counterpart. The interests conveyed by such separate assignments or counterparts are the same, and not in addition to, the Interests conveyed herein.

This Instrument shall bind and inure to the benefit of Grantor and Grantee, their respective successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 14th day of July, 1999.

WITNESSES:

Marcia J. Rose

Trudy D. Smith

GRANTOR:
ROBERT L. MANNING

Robert L. Manning

SSN# 522-20-6110

WITNESSES:

Marcia J. Rose

Trudy D. Smith

GRANTEE:
ROBERT L. MANNING REVOCABLE TRUST DATED MARCH 28, 1985

By _____
James D. Hanegan, Trustee
Tax ID# _____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of July, 1999, personally appeared **Robert L. Manning, a married man dealing in his sole and separate property**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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: 6/22/2002

Notary Public: Victoria L. Klingenmeier
370 17th Street, #3650
Denver, CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of July, 1999, personally appeared **James D. Hanegan, Trustee of the Robert L. Manning Revocable Trust dated March 28, 1985,** 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: 6/22/2002

Notary Public: Victoria L. Klingenmeier
370 17th Street, #3650
Denver, CO 80202

H:\FILES\Manning, Robert L\notary.doc

SCHEDULE OF INTERESTS

EXHIBIT "A" - LOUISIANA

EXHIBIT "B" - NORTH DAKOTA

EXHIBIT "C" - NEW MEXICO

EXHIBIT "D" - OKLAHOMA

EXHIBIT "E" - TEXAS

EXHIBIT "F" - WYOMING

EXHIBIT "G" - AGREEMENTS

KEY TO ABBREVIATIONS ON EXHIBITS

WORKING INTEREST	- WI
CARRIED WORKING INTEREST	- CWI
MINERAL INTEREST	- MI
ROYALTY INTEREST	- RI
OVERRIDING ROYALTY INTEREST	- ORRI

EXHIBIT "F"
Wyoming

PROPERTY	INTEREST	RECORDING INFORMATION	DESCRIPTION
R-162	1% ORR	Wyoming 015317 override created by reservation in that Assignment dated 2/17/53, R. L. Manning to Patricia Gaylord Anderson, unrecorded, but filed with BLM and approved by decision letter dated 4/10/53	***Sublette County*** Township 33 North, Range 109 West Section 34: W/2E/2, E/2W/2 Township 32 North, Range 109 West Section 4: Lots 3, 4, SW/4 Section 9: All Section 15: W/2 Section 21: NE/4 Section 22: N/2

678

W4 274

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 79-0645 Assignment Approval Date - _____

ASSIGNOR, with name and address at, Questar Exploration and Production Company
1331 17th Street, Suite 800
Denver, Colorado 80202

being the owner of 100% percent Leasehold and Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:
Township 32 North, Range 109W 6th P.M.
Section 16: SE/4SE/4
Containing 40.00 acres more or less
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, Colorado 80112

42.50% operating rights from the surface of the earth to the stratigraphic equivalent of 13,126' being 100' below total depth drilled in the Mesa 15-8 Well located in the SWSE of Section 8, T32N-R109W, 6th P.M., Sublette County Wyoming.
This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc.

2) ASSIGNEE, with name and address at: Lance Oil & Gas Company, Inc.
12200 N Pecos Street
Denver, Colorado 80234

7.50% operating rights from the surface of the earth to stratigraphic equivalent of 13,126' being 100' below total depth drilled in the Mesa 15-8 Well located in the SWSE of Section 8, T32N-R109W, 6th P.M., Sublette County Wyoming.
This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc.

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, 5% of 8/8ths Overriding Royalty interest previously reserve under lease, ~~1/2% of 1% of 8/8th Overriding Royalty Interest against the assigned interest, 50%~~ Operating Rights as to the above described lands and depths and 100% in all other lands and depths.

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.

274173
RECORDED July 23 1999 11:35 AM
IN BOOK 111 O&G PAGE 678
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loeton

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

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

Page _____ of _____ of Lease # _____ assignment dated _____

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 29th day of April 19 99.
But Made Effective 1-3-98

ASSIGNOR - Questar Exploration and Production Company	Assignee (1) Ultra Resources Inc.
By -	By - Charlotte H. Lay
Title - G. L. Nordloh, President/CEO	Title - Attorney-in-Fact
Attest -	Attest -
Assignee (2) - Lance Oil & Gas Company, Inc.	Assignee (3) -
By - Ralph W. Ponfick	By -
Title - Ralph W. Ponfick, Attorney-In-Fact	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.

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.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of April 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Celsius Energy Company, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Cami Reeder

Notary Public

My commission expires:

April 15, 2001

NOTARY PUBLIC
CAMI REEDER
79 South State
Salt Lake City, Utah 84111
My Commission Expires
April 15, 2001
STATE OF UTAH

[redacted] [redacted]

WY [redacted] 68
W1898

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.

W-08589

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

Ultra Resources, Inc. 85%
304 Inverness Way South, Suite 295
Englewood, Colorado 80112

Lance Oil & Gas Company, Inc. 15%
12200 N Pecos Street
Denver, Colorado 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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. Section 8: E/2, E/2W/2, SW/4SW/4 Section 17: NW/4, W/2NE/4, NE/4NE/4, SW/4, W/2SE/4, SE/4SE/4 From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.	75.00%	37.50%	37.50%	* 1.0833% of 8/8ths	4.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,126', being 100' below the total depth drilled in the Mesa 15-8 Well, located in the SWSE of Section 8, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	* 1.50% of 8/8ths	4.00% of 8/8ths

Containing 1080 acres more or less, Sublette Co., Wyoming.

This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc.

In addition to the above, ~~Celsius~~ relinquishes all it's interest in the wellbore of the Mesa 15-8 well located in the SWSE of Section 8-T32N-R109W, 6th P.M., subject to the retention of an exclusive 2% of 8/8 proportionately reduced overriding royalty interest (in addition to the overriding royalty reserved in column e) until payout of said well. At such time as the Mesa 15-8 Well reaches payout, ~~Celsius~~ shall have the right to convert said 2% reserved overriding royalty interest only to a proportionately reduced 50% working interest in the Mesa 15-8 Well.

274174

11:35 a

RECORDED July 23 1999 M
IN BOOK 111 O-G PAGE 681
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zach

* Proportionately Reduced * * TRANSFEROR

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)

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 t .nsfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

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

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

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

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

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

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

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

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear

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

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of April 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Celsius Energy Company, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Cami Reeder

My commission expires:

April 15, 2001

Notary Public

NOTARY PUBLIC
CAMI REEDER
79 South State
Salt Lake City, Utah 84111
My Commission Expires
April 15, 2001
STATE OF UTAH

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 April, 1999
But Made Effective 1-3-98

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION COMPANY
Please type or print

Transferor BY: (Signature)
or
Attorney-in-fact G. L. Nordloh President/CEO

1331 17th Street, Suite 800
(Transferor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 29 day of June, 1999

Ultra Resources Inc.

Transferee (Signature)
or
Attorney-in-fact Michael D. Watford, CEO

Executed this 2nd day of July, 1999

Lance Oil & Gas Company, Inc.

Transferee (Signature)
Ralph W. Pomrick, 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.

[redacted] [redacted] WY[redacted]79
W1900

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-015317

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. 85% — Lance Oil & Gas Company, Inc. 15%
   Street — 304 Inverness Way South, Suite 295 — 12200 N Pecos Street
   City, State, ZIP Code — Englewood, Colorado 80112 — Denver, Colorado 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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. **Section 9: N/2, N/2S/2, SE/4SE/4**					
From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.	75.00%	37.50%	37.50%	2.0833% of 8/8ths *	3.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,126', being 100' below the total depth drilled in the Mesa 15-8 Well, located in the SWSE of Section 8, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	2.50% of 8/8ths *	3.00% of 8/8ths
Containing 520.00 acres more or less, Sublette Co., Wyoming.					
This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc.					
* Proportionately Reduced					

274175

RECORDED July 23 1999 11:35A M
IN BOOK 111 O+G PAGE 683
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacco

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)

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.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of April 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Celsius Energy Company, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

April 15, 2001

Cami Reeder
Notary Public

NOTARY PUBLIC
CAMI REEDER
79 South State
Salt Lake City, Utah 84111
My Commission Expires
April 15, 2001
STATE OF UTAH

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 April, 19 99

Name of Transferor: **Questar Exploration and Production Company**
Please type or print

Transferor: BY: _____ (Signature)

~~or~~ ~~Attorney-in-fact~~: **G. L. Nordloh** **President/CEO**
(Signature)

1331 17th Street, Suite 800
(Transferor's Address)

Denver, (City) **Colorado** (State) **80202** (Zip Code)

Executed this 29 day of June, 19 99

Transferee: _____ (Signature)

or

~~Attorney-in-fact~~: Michael D. Watford,
CEO
(Signature)

Executed this ___ day of July, 19 99

Lance Oil & Gas Company, Inc.

Transferee: Ralph W. Pomfick
Ralph W. Pomfick, 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] WY-[redacted]19
WY-90

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-015317

OFFERORS COPY
NOT RETURNED ON APPROVAL

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. 85% Lance Oil & Gas Company, Inc. 15%
   Street 304 Inverness Way South, Suite 295 12200 N Pecos Street
   City, State, ZIP Code Englewood, Colorado 80112 Denver, Colorado 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 interests or payments

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

a Land Description	Percent of Interest: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f 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.					
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. Section 15: W/2 Section 21: NE/4 Section 22: N/2 From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.	75.00%	37.50%	37.50%	2.0833% of 8/8ths	3.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,000', being the true vertical depth drilled in the Mesa 3-22D Well, located in the NENW of Section 22, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	2.50% of 8/8ths	3.00% of 8/8ths
Containing 780.00 acres more or less, Sublette Co., Wyoming.					
This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc. and the letter Agreement dated June 18, 1999 between Ultra and Questar.					
In addition to the above, Questar relinquishes all it's interest in the wellbore of the Mesa 3-22D Well located in the NENW of Section 22, T32N-R109W, 6th P.M., to the depth noted above, subject to the retention of an exclusive 2% of 8/8 proportionately reduced overriding royalty interest (in addition to the overriding royalty reserved in column e) until payout of said well. At such time as the Mesa 3-22D Well reaches payout, Questar shall have the right to convert said 2% reserved overriding royalty interest to a proportionately reduced 50% working interest in the Mesa 3-22D Well, retaining the overriding royalty interest reserved in column (e)					Proportionately Reduced to the working interest assigned
This Assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999 from Ultra to Questar.					

274176

RECORDED July 23 1999 11:35A M
IN BOOK 111 Oth G PAGE 685
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK

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)

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.

6846

W4 900 Bond

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.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 18th day of June 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

3-1-2003

Susan K. Stone
Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

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 18th day of June, 19 99

Name of Transferor: **Questar Exploration and Production Company**

Transferor: BY: _____ (Signature) Please type or print

or Attorney-in-fact: **G. L. Nordloh** **President/CEO**

Celsius Energy Company: **1331 17th Street, Suite 800** (Transferor's Address)

Approved: **Denver,** (City) **Colorado** (State) **80202** (Zip Code)

Form _____

Land _____

Trans _____

Executed this 29 day of June, 19 99

Ultra Resources Inc.

Transferee: _____ (Signature)

or Attorney-in-fact: Michael D. Watford, CEO

Executed this 2nd day of July, 19 99

Lance Oil & Gas Company, Inc.

Transferee: _____ (Signature)

Ralph W. Pollock, Attorney-In-Fact

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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]

[redacted] [redacted] WY-[redacted]

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-015315

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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

Ultra Resources, Inc. 85%
304 Inverness Way South, Suite 295
Englewood, Colorado 80112

Lance Oil & Gas Company, Inc. 15%
12200 N Pecos Street
Denver, Colorado 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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. Section 21: W/2					
From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.	75.00%	37.50%	37.50%	.0833% of 8/8ths *	5.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,000', being the true vertical depth drilled in the Mesa 3-22D Well, located in the NENW of Section 22, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	.50% of 8/8ths *	5.00% of 8/8ths
Containing 320.00 acres more or less, Sublette Co., Wyoming.					
This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc. and the Letter Agreement dated June 18, 1999 between Ultra and Questar.					
* Proportionately Reduced by the working interest assigned					

This Assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999 from Ultra to Questar.

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 274177

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

RECORDED July 23 1999 11:35A M
IN BOOK 111 O+G PAGE 687
FEES $ 8.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Tear

PART C: GENERAL INSTRUCTIONS

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.

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WY 899 Fach

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

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Tear

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 18th day of June 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Susan K. Stone

My commission expires:

3-1-2003

Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

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 18th day of June, 19 99

Name of Transferor: **Questar Exploration and Production Company**

Transferor: BY: _____ (Signature)

or

Attorney-in-fact: **G. L. Nordloh President/CEO** (Signature)

Celsius Energy Company Approved:

Form Land Trans

1331 17th Street, Suite 800 (Transferor's Address)

Denver, Colorado 80202 (City) (State) (Zip Code)

Executed this 29 day of June, 19 99

Ultra Resources, Inc.

Transferee: _____ (Signature)

or

Attorney-in-fact: Michael D. Watford, CEO (Signature)

Executed this 2nd day of July, 19 99

Lance Oil & Gas Company, Inc.

Transferee: _____ (Signature)

Ralph W. Ponfick, Attorney-In-Fact

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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]

WY-[redacted]R
WY 812

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.

W-08592

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

Ultra Resources, Inc. 85%
304 Inverness Way South, Suite 295
Englewood, Colorado 80112

Lance Oil & Gas Company, Inc. 15%
12200 N Pecos Street
Denver, Colorado 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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 21: S/2S/2 Section 28: All Section 29: S/2N/2, S/2, S/2N/2N/2, NE/4NE/4NE/4 From surface of the earth to stratigraphic equivalent of 13,211', being 100' below the total depth drilled in the Stewart Point 3-28 Well, located in the NENW of Section 28, T33N-R109W, 6th P.M. Containing 1370.00 acres more or less, Sublette Co., Wyoming. This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc. In addition to the above, ~~Celsius~~ ** relinquishes all it's interest in the wellbore of the Stewart Point 3-28 Well, located in the NENW of Section 28-T33N-R109W, 6th P.M., subject to the retention of an exclusive 2% of 8/8th proportionately reduced overriding royalty interest until payout of said well (exclusive of the 1.5% overriding royalty interest reserved in column (e)). At such time as the Stewart Point 3-28 reaches payout, ~~Celsius~~ shall have the right to convert said 2% reserved overriding royalty interest to a proportionately reduced 50% working interest in the Stewart Point 3-28 Well, retaining the overriding royalty interest reserved in column (e). ** TRANSFEROR 274178	50.00%	25.00%	25.00%	* 1.5% of 8/8ths	4.00% of 8/8ths

RECORDED July 23 1999 11:35 M
IN BOOK 111 OTG PAGE 689
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Smith

* Proportionately Reduced

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)

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.

690

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.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of April 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Celsius Energy Company, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Cami Reeder

My commission expires:

April 15, 2001

Notary Public

NOTARY PUBLIC
CAMI REEDER
79 South State
Salt Lake City, Utah 84111
My Commission Expires
April 15, 2001
STATE OF UTAH

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 OCS-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 April, 1999
But Made Effective 12-21-98

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION COMPANY
Please type or print

Transferor BY: _____
(Signature)

or

~~Attorney-in-fact~~ G. L. Nordloh President/CEO
(Signature)

Celsius Energy Company 1331 17th Street, Suite 800
(Transferor's Address)

Approved: Denver, Colorado 80202
(City) (State) (Zip Code)

Form _____

Land _____

Trans _____

Executed this 7th day of June, 1999

Ultra Resources Inc.

Transferee _____
(Signature)

or

Attorney-in-fact Charlotte H. Kay

Executed this 2nd day of July, 1999

Lance Oil & Gas Company, Inc.

Transferee Ralph W. Ponfick
Signature/Title

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] W[redacted]93
W4813

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.

W-08593

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	Ultra Resources, Inc. 85%	Lance Oil & Gas Company, Inc. 15%
City, State, ZIP Code	304 Inverness Way South, Suite 295 Englewood, Colorado 80112	12200 N Pecos Street Denver, Colorado 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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, If needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 20: N/2N/2N/2, SE/4NE/4NE/4, E/2SE/4NE/4, E/2E/2SE/4 Section 21: NW/4, W/2NE/4, N/2S/2 From surface of the earth to stratigraphic equivalent of 13,211', being 100' below the total depth drilled in the Stewart Point 3-28 Well, located in the NENW of Section 28, T33N-R109W, 6th P.M. Containing 550.00 acres more or less, Sublette Co., Wyoming. This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc.	50.00%	25.00%	25.00%	* 1.50 of 8/8ths	4.00% of 8/8ths

* Proportionately Reduced

274179

RECORDED July 23 1999 11:35A M
IN BOOK 111 O+G PAGE 691
FEES $ 8.00 Mary L Lubbe 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)

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.

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PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of April 1999, personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Celsius Energy Company, a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

April 15, 2001

Cami Reeder
Notary Public

NOTARY PUBLIC
CAMI REEDER
79 South State
Salt Lake City, Utah 84111
My Commission Expires
April 15, 2001
STATE OF UTAH

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 April, 1999
But Made Effective 12-21-98

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION COMPANY
Please type or print

Transferor BY: G L Nordloh
(Signature)

or

Attorney-in-fact G. L. Nordloh President/CEO
(Signature)

1331 17th Street, Suite 800
(Transferor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 7th day of June, 1999

Ultra Resources Inc.

Transferee

or

Attorney-in-fact Charlotte A Kay
(Signature)

Executed this 2nd day of July, 1999

Lance Oil & Gas Company, Inc.

Transferee Ralph W. Pomick
Ralph W. Pomick, 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RECORDED 6/01/1999 AT 09:00 AM REC# 1289722 BK# 0914 PG# 0145
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 2

8

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 98-00407 **Assignment Approval Date -** OCT 28 1998

ASSIGNOR, with name and address at,

Contex Energy Company
1645 Court Place, Suite 212
Denver, CO 80202

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:

T27N-R109W (all)
Sec. 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

100 **percent interest in the total leasehold, or as described in particular above.**

9:50a

RECORDED July 26 1999 M
IN BOOK III O&G PAGE 693
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

2) **ASSIGNEE, with name and address at:**

274211

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-

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 #*** 98-00407 ***assignment dated*** August 3, 1998

WY-0237-00 S. JONAH

693

694

RECORDED 6/01/1999 AT 09:00 AM REC# 1209722 BK# 0914 PG# 0146
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 2

SIGNED AS TO TRANSFER AND ACCEPTANCE this 3rd **day of** August **19** 98.

ASSIGNOR - Contex Energy Company	**Assignee (1) -** HS Resources, Inc.
By -	**By -**
Title - Gary Butler, President	**Title -** V.P. - LAND
Attest -	**Attest -**
Assignee (2) -	**Assignee (3) -**
By -	**By -**
Title -	**Title -**

M. COLLEEN YORGASON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 3rd day of August, 1998.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: July 11, 1999

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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.

98 AUG 17 AM 11 52

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

[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	1.66666%
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-1112	Lessor:	USA WYW-135123
	Lease Date:	2-1-95
	Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp. 32 North, Rge. 109 West Sec. 19: Lots 1-12 Sublette Co., WY

WITNESS my hand on this 20th day of July, 1999, BUT EFFECTIVE March 1, 1994

ULTRA RESOURCES, INC.

R. G. "Jerry" Albertus, President

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 20th day of July, 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

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

274228

RECORDED July 26 1999 2:15 PM
IN BOOK III O+B PAGE 695
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

696

Form 3100-1.b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JUL 2 1 1999

Serial No. WYW148573

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name PRIMA OIL & GAS CO
   Street 1801 BROADWAY #500
   City, State, Zip Code DENVER, CO 80202

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

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

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0330N R. 112OW 06th Meridian WY State Sublette County

sec. 010 SWSW;
015 ALL;
021 NE,NENW;
022 NE,N2SE,SESE;
027 SENE;

274269

RECORDED July 29 1999 8:20 M
IN BOOK 111 OPG PAGE 4916
FEES $24.00 M. McCOUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacton

Total acres in lease 1200.000
Rental retained $ 1800.00

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

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

Type and primary term of lease:

[ ] Noncompetitive lease (ten years)

[X] Competitive lease (ten years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title)

JUL 19 1999 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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

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

Duly executed this 21st day of July, 1999

G. Walter Lunsford

(Signature of [redacted] Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

WYW148573

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

WYW148573

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

SPECIAL LEASE NOTICE

THREATENED, ENDANGERED, CANDIDATE, OR OTHER SPECIAL STATUS PLANT AND ANIMAL SPECIES

The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species are present. (Endangered Species Act of 1973 as amended, Sections 2 and 7.)

SPECIES: Astragalus drabelliformis (bastard draba milkvetch);

[redacted] [redacted] [redacted]

WYW148573

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Sec 21: SWNE, Sec 27: SENE;

For the purpose of:

(2) protecting HUD designated Zone A (100 year) flood hazard area on perennial water courses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW148573

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #1, excluding areas protected by NSO;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW148573

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

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

On this 21st day of July, 1999, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

NOTARY PUBLIC

Karen A. Armbrust

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

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT is made and entered into this 23th day of September, 1988, to be effective the 1st day of October, 1988, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, successor by merger to Gulf Oil Corporation, P.O. Box 599, Denver, Colorado 80201, hereinafter called "Assignor" and Lang & Holt Energy Company, 1625 Broadway, Suite 2860, Denver, Colorado 80202, hereinafter called "Assignee".

WHEREAS, ASSIGNOR owns an interest in certain oil and gas properties, together with an interest in wells and personal property located on these lands, or on lands pooled therewith, together with an interest in easements and rights of access thereto, all of which are located in Sublette County, Wyoming; and

WHEREAS, ASSIGNOR has agreed to sell and Assignee has agreed to purchase said oil and gas and related properties;

NOW, THEREFORE, ASSIGNOR, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) to it paid by Assignee, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, assign and convey unto Assignee all of its right, title and interest in and to all of the oil and gas properties described in Exhibit "A" attached hereto and made a part hereof, together with all of its right, title and interest in and to all wells, permits, easements, licenses, servitudes, well equipment, tank batteries, flow lines, gathering pipelines, inventory, machinery, equipment and supplies, and all related fixtures and personal property used or usable in connection with production of oil or gas from said oil and gas properties.

ASSIGNEE hereby agrees that all oil in the lease tanks above the pipeline connections as of 7:00 a.m. on the effective date hereof is excluded from this sale and is reserved by, and remains the property of, Assignor. The quantity and the grade of such oil shall be ascertained jointly by Assignor and Assignee as of the effective date hereof, and Assignor will bill Assignee for Assignor's net revenue interest in the value thereof on the basis of the posted price then prevailing in the field for oil of similar grade and quality. Assignee shall be responsible for all payments out of production of any nature whatsoever attributable to such oil including but not limited to the following burdens on the leases and interests assigned hereby: royalties payable to lessors, overriding royalties and production payments or other obligations payable out of production. Further, Assignee agrees that all gas produced and the proceeds of gas produced prior to 7:00 a.m. on the effective date hereof shall likewise remain the property of Assignor. Assignee shall provide a final accounting of all such oil and gas production or revenue within 30 days after the closing date hereof. The closing date is September 23, 1988.

THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR IN LAW, WHETHER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION OR SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE.

ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED TO ITS SATISFACTION THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT IT ACCEPTS THE SAME "AS IS" and "WITH ALL FAULTS". Assignee hereby agrees to assume all of Assignor's responsibility for said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith on or after the effective date hereof, and Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the land, wells, casing, leasehold equipment, and other personal property hereby conveyed, or Assignee's or other parties' operations on said leases and said land, arising and occurring on or after the effective date hereof. Assignor agrees to indemnify and hold Assignee harmless from any and all claims or causes of action based upon alleged acts or omissions of Assignor or its employees arising or occurring prior to the effective date hereof.

ASSIGNEE shall properly plug and abandon all wells herein assigned and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and State and Federal laws, rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface.

THIS ASSIGNMENT and **SALE** is to be treated as an occasional sale, and no sales tax is being collected from Assignee. If, however, this transaction is later deemed to be other than an occasional sale, Assignee agrees to be solely responsible for any and all sales taxes due on equipment, material and property hereby assigned and sold, and Assignee shall remit such sales taxes to the proper taxing authority.

274312

RECORDED August 2 1989 10:50 M
IN BOOK 111 Of6 PAGE 705
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathe Lester

ALL TAXES, including but not limited to ad valorem, property, severance and windfall profit taxes, and any other payment obligations associated with the lease sold hereunder, shall be prorated between Assignor and Assignee as of the effective date hereof, with Assignor responsible for all such taxes and payment obligations accruing prior thereto and Assignee responsible for all such items accruing thereafter. Assignor will reimburse Assignee for Assignor's share of ad valorem taxes which are due on oil or gas produced prior to the effective date hereof, but not payable until after the effective date hereof. Assignee shall bear and pay any real property transfer taxes and any recording fees associated with the transfer of lease hereunder.

ASSIGNEE agrees to perform all operations in compliance with all applicable Local, State, Indian and Federal laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to Assignor's interest in the assigned premises. Assignee further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and/or to cause the release of Assignor's continued liability as lessee or operator. The parties hereto agree to execute such additional documents or instruments as necessary to transfer Assignor's interest in any State, Federal or Indian leases assigned hereby to Assignee.

ASSIGNEE accepts this transfer of leases and interests assigned hereby subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or not, which may include but not be limited to agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements including but not limited to that certain gas contract (Chevron file # NG-2057) dated October 10, 1956 by and between Northwest Pipeline and Chevron, successor by merger to Gulf Oil Corporation, and a Limited Assignment by Gulf of Oil and Gas leases dated August 15, 1956 between Gulf Oil Corporation and Belco Petroleum Corporation.

ASSIGNOR hereby reserves unto itself, its successors and assigns, the right to initiate "good faith negotiation procedures," pursuant to FERC Order 451 and 18 C.F.R. 270.201, as to any eligible gas sales contract(s) covering all or any portion of the property or interest therein assigned hereby. Assignee hereby waives any and all rights it might otherwise have to initiate such procedures as to such gas sales contract(s), such rights being reserved exclusively unto Assignor. If Assignee or its successors initiates "good faith negotiation procedures" in violation of this provision, it shall indemnify Assignor for all damages and losses caused by such action.

IF ASSIGNOR initiates good faith negotiation procedures under Order 451 pursuant to the rights reserved in the paragraph above, Assignee recognizes and agrees that any rights and obligations set forth in any gas sales contract(s) assigned to Assignee pursuant to this Assignment and Bill of Sale (whether expressly or impliedly assigned and whether or not such assignment is accomplished by a separate instrument) may be affected and modified by the result of such procedures; provided however, it is understood that Assignee shall have the right and obligation to negotiate directly with the gas purchaser with respect to such contract rights and obligations pertaining to the interest assigned hereby. It is understood that the results of such procedures may include, but not be limited to, a reduction in the contract price for Assignee's gas or a release of the purchaser's obligation to buy such gas.

Transportation Credits Under FERC Order 500

A. Assignee agrees that it will not, without Assignor's prior written permission, which permission may be granted or withheld at the sole discretion of Assignor, tender or permit natural gas produced from the properties hereby assigned to be transported on any "open access" interstate pipeline if the effect of such transportation would or could be to require Assignor to offer or grant credit, pursuant to Federal Energy Regulatory Order No. 500, Docket No. RM87-34-000, any final order or rule in such docket, or any subsequent rule or order having similar subject matter, against take-or-pay or take-and-pay obligations of such interstate pipeline to Assignor.

B. It is understood that "open access" interstate pipelines may refuse to transport gas produced from the properties hereby assigned unless Assignor signs an affidavit or other agreement granting take-or-pay or take-and-pay credit to such pipelines, and the parties hereby agree that Assignor may withhold such an affidavit or agreement at its sole discretion, even if the result is to completely bar Assignee's gas from open access transportation in such pipelines. Notwithstanding the foregoing, Assignor agrees to execute offers of credit necessary to render the assigned gas eligible for open access transportation if Assignor determines, in its sole discretion, that such gas is exempt from crediting pursuant to FERC rules and regulations or that Assignor can otherwise execute such offers of credit without risk of adverse economic consequences to Assignor. Any offers of credit executed by Assignor pursuant to this provision shall be limited in scope or term as Assignor deems necessary.

C. If and to the extent that Assignor's rights and obligations under a gas purchase contract with an interstate pipeline (hereinafter the "Assigned Contract") are assigned to Assignee as part of this transaction, in whole or in part, and regardless of whether such contract rights and obligations may be assigned by implication herefrom or by a separate instrument, Assignee, by accepting this assignment, agrees to execute upon Assignor's request any and all affidavits or other agreements that may be required under said Order 500 to accomplish or facilitate the transportation by such interstate pipeline of any gas owned by Assignor. Assignee understands and agrees that it may be required to grant such interstate pipeline credits against both past and current take-or-pay or take-and-pay obligations of the Assigned Contract, without any corresponding benefit to Assignee, in order to render Assignor's gas eligible for transportation on such pipeline.

D. In the event Assignee violates any of the provisions of this Section, Assignee shall be liable to Assignor for all actual damages incurred by Assignor as a result thereof, which damages shall include, but not be limited to, the monetary value to Assignor of any take-or-pay or take-and-pay credits which Assignor is required to grant or is deemed to have granted as a result of Assignee's actions in violation of this Section. Upon prevailing in any action to enforce the provisions of this Section, Assignor shall also be entitled to recover its reasonable costs and attorney fees. The provisions of this Section shall run with the real property interests hereby assigned and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

THIS ASSIGNMENT and **BILL OF SALE** shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the respective parties hereto.

ASSIGNEE: LANG & HOLT ENERGY COMPANY

By: Rene F. Lang

Title: president

ASSIGNOR: CHEVRON U.S.A. INC.

By: B. M. Wohl
Assistant Secretary

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared B.M. Wohl to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 23rd day of September, 1988.

My Commission Expires:

3/6/89

J. C. MONTOYA
NOTARY PUBLIC
STATE OF COLORADO

J. C. Montoya
Notary Public

My business address is:
6400 S. Fiddler's Green Cir
Englewood, CO 80111

10BS34

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

On this 23rd day of September, in the year 1988, before me _____, a notary public, personally appeared Gene F. Lang known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3/6/89

J. C. Montoya
Notary Public
Residing at: Denver, CO

J. C. MONTOYA NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that Assignment and Bill of Sale
dated September 23, 1988 and effective October 1, 1988, by and between
Chevron U.S.A. Inc., and Lang and Holt Energy Company

Lease Number	Lessor	Lessee	Description	Recorded Book	Recorded Page
06029-7	Enger K. Chrisman, a widow Mamie (Mayme) L. Chrisman, single, Harriet E. Chrisman, single, John N. Chrisman & Nadine Chrisman, his wife, James W. Chrisman, Jr., single, Helen C. Sears, formerly Bedgood, & Frank E. Sears, Jr., her husband Charles G. Chrisman, single, Vego M. Chrisman & Delle Chrisman, his wife, Gaius Shaver & Stella C. Shaver, his wife	Gulf Oil Corp. - 100%	Only insofar as lease covers the following: T29N-R113W Section 14: NE¼NW¼ Sublette County, Wyoming And all of our right, title, and interest to an overriding royalty interest of 7% of 8/8ths in: T29N-R112W Section 18: Lots 1,2, E½NW¼ T29N-R113W Section 11: E½SW¼, SE¼ Section 12: NW¼SW¼, S½S½ Section 13: N½N½, SE¼NE¼, SE¼, SE¼SW¼ Section 14: N½NE¼ Section 24: N½NE¼ Sublette County, Wyoming	10	398 O&G Leases on 11-29-54

709

AFFIDAVIT

Hans Christopher Schultze, being first duly sworn, deposes and says, based on his personal knowledge:

1. That he is Corporate Secretary of Arrowhead Minerals Corp.

2. That Arrowhead Resources (USA) Ltd., a South Dakota corporation, is a wholly owned subsidiary of Arrowhead Minerals Corp.

3. That on or about August 19, 1997, Arrowhead Resources (USA) Ltd. entered into an agreement with Ultra Resources, Inc. and Ultra Petroleum (USA) Inc. pertaining to certain oil and gas leases and lands located in Sublette County, Wyoming.

4. That said Agreement of August 19, 1997 was amended by Letter Agreement of October 30, 1997 and by Second Amendment dated October 30, 1998.

5. That pursuant to the provisions of said Agreement of August 19, 1997, as amended, Arrowhead Resources (USA) Ltd. agreed to pay one hundred percent (100.0%) of Ultra's proportionate share of the cost to drill and case a test well on oil and gas leases located within an area known as the Bull Draw Area (Prospect) to earn an undivided fifty percent (50.0%) of Ultra's proportionate working interest in certain oil and gas leases located within the area.

6. That Ultra represented that it was the owner of an eighty-five percent (85.0%) working interest in and to the oil and gas leases made subject to the Agreement of August 19, 1997, as amended.

7. That said Agreement of August 19, 1997, as amended, also provided for Arrowhead to pay one hundred percent (100.0%) of the cost of any new oil and gas leases acquired by Ultra within an area as defined in said Agreement in return for a fifty percent (50.0%) working interest in any such new oil and gas leases.

8. That pursuant to the Agreement of August 19, 1997, as amended, the following described lands located in Sublette County, Wyoming were made subject to the Agreement between the parties:

<u>Township 28 North, Range 107 West, 6th P.M.</u>
Section 4: All
Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 9: All
Section 14: W/2

274318 1:55 P
RECORDED August 2 1999 M
IN BOOK 111 D-4 PAGE 710
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Kelli Fox

Section 15: All
Section 16: All
Section 17: All
Section 21: All
Section 22: All
Section 23: S/2
Section 26: All
Section 27: All
Section 28: All

9. That said Agreement of August 19, 1997, as amended, is still in full force and effect and the purpose of this Affidavit is to put the public on notice of the rights of Arrowhead Resources (USA) Ltd. in and to said lands and leases.

Further affiant saith not.

ARROWHEAD MINERALS CORP.

By: Hans Christopher Schultze
Hans Christopher Schultze,
Corporate Secretary

Subscribed and sworn to before me this 21 day of July, 1999 by Hans Christopher Schultze, as Corporate Secretary of Arrowhead Minerals Corp.

Witness my hand and official seal.

My Commission expires:
With life

Notary Public

G. ROY LONG JR.
Barrister & Solicitor, Notary Public
400 UNITED KINGDOM BLDG.
409 GRANVILLE STREET
VANCOUVER, B.C. V6C 1T2
TEL: 682-1311

711

712

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 646
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

Return to: Mark Cromwell, P.O. Box 5436, Enid, OK 73702

AAPL FORM 646

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

OKLAHOMA FORM—MULTIPLE LEASES

IN CONSIDERATION of the sum of One and no/100 Dollars ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Melinda Littlejohn, P. O. Box 6896, Malibu, CA 90264, as Assignor, does hereby assign, transfer, sell and convey unto Mark Cromwell, P. O. Box 5436, Enid, OK 73702, heirs, successors and assigns, as Assignee, an Overriding Royalty Interest of all of my right, title and interest of all the Oil, Gas, other hydrocarbons, and all other minerals produced, saved and sold, if as and when produced, saved and sold, but not otherwise, from the lands set out in and covered by the Oil and Gas Leases described in Exhibit "A" hereof, attached hereto, made a part hereof, and reference to which is hereby made for all purposes.

Said Overriding Royalty Interest shall be free of all development, production, marketing and operating expense; however, said interest shall bear and pay currently its portion of gross production taxes, pipeline taxes, and all other taxes assessed against the gross production subject to said Overriding Royalty Interest. It is agreed that nothing herein contained shall impose upon the Assignor, his heirs, successors, or assigns, any duty or obligation to develop or operate the properties covered by the above described Oil and Gas Leases for Oil, Gas, other hydrocarbons, or other minerals, not imposed by the provisions of said Oil and Gas Leases nor to maintain said Oil and Gas Leases in effect by the payment of Delay Rentals.

It is understood and agreed that the Assignor shall have the right to pool the Oil and Gas Leases and the lands covered thereby, or any part thereof, with other lands and leases into voluntary units, or into units as established by any governmental authority having jurisdiction, and if said Oil and Gas Leases or any part thereof are pooled accordingly, then the Overriding Royalty Interest herein conveyed shall be reduced in the proportion that the acreage burdened by said Overriding Royalty Interest bears to all the acreage included in any such pooled unit.

In the event Assignor's total interest in the Oil, Gas, other hydrocarbons, and all other minerals in the lands set out in and covered by the above described Oil and Gas Leases is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an Overriding Royalty Interest shall be reduced proportionately so as to accord with the total fractional interest in the Oil, Gas, other hydrocarbons, and all other minerals actually owned by the Assignor.

The provisions of this Assignment shall be binding upon all the heirs, successors, representatives and assigns of the Assignor and Assignee.

Assignor warrants that this property is free and clear of any encumbrances.

IN WITNESS WHEREOF this Instrument is executed on this 28 day of July, 1999, but effective as of June 1, 1999.

Melinda Littlejohn

274323

RECORDED Aug 2 1999 2:10P M
IN BOOK 111 016 PAGE 712
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Dalton

STATE OF _____ } ss.
COUNTY OF _____ }

(CORPORATION ACKNOWLEDGMENT)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ to me known to be the identical person who subscribed the name of _____ to the within and foregoing instrument as its _____ President, and duly 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, purposes and consideration therein expressed and set forth.

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

My Commission Expires: _____

_____
Notary Public

[redacted] [redacted] [redacted]

STATE OF [redacted]ifornia } SS. [redacted] (INDIVIDUAL ACKNOWLEDGMENT) [redacted]

COUNTY OF LOS ANGELES }

Before me, the undersigned, a Notary Public within and for said County and State, on this 29th day of July, 19 99, personally appeared Melinda Littlejohn to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration therein expressed and set forth.

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

My Commission Expires: 7/4/01

Notary Public

T101 HOWARD R. SPANIER COMM. # 1145618 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Comm. Exp. JULY 4, 2001 T101

5549353

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EXHIBIT "A"

Attached to and made a part of Assignment of Overriding Royalty Interest executed by Melinda Littlejohn, as Assignor to Mark Cromwell as Assignee, dated the ____ day of July, 19 99, but effective as of June 1, 1999.

Covering, but not limited to the captioned oil and gas leases in Sublette County, Wyoming and Lincoln County, Wyoming and all rights in units which they are included.

Federal Oil & Gas Lease: USA W-020123-A
Township 27 North, Range 112 West, 6th P.M.

Section 4: SW/4 SW/4
Section 5: SE/4 SE/4, Lot 4, S/2 NW/4, SW/4, W/2 SE/4
Section 8: SE/4, W/2 NE/4
Section 9: SW/4 SW/4
Section 17: SE/4, SW/4 NE/4
Section 20: W/2 NE/4

Federal Oil & Gas Lease: USA W-020123
Township 27 North, Range 112 West, 6th P.M.

Section 6: All
Section 8: W/2
Section 17: W/2 NW/4, SE/4 NW/4, SW/4
Section 20: Lot 6, NW/4, N/2 SW/4, SW/4 SW/4

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-148563

Lease Effective Date
(Anniversary Date)
08-01-1999

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 12.50%
105 South Fourth Street
Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 106 West, 6th PM Section 23: ALL; Section 24: N2, SW, SESE; Section 25: E/2NE, N2NW, NESW, S/2SW, SE; Section 26: N/2, SW, N/2SE, SWSE; Section 35: N/2NW, SWNW, NWSW Containing 2360.00 acres, more or less. Sublette County, Wyoming 274397	100%	87.50%	12.50%	-0-	-0-

9:25a

RECORDED Aug 9 1999 M
IN BOOK 111 Of G PAGE 715
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacy

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

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

Abo Petroleum Corporation 12.50%
105 South Fourth Street
Artesia, NM 88210

Myco Industries, Inc. 10.00%
105 South Fourth Street
Artesia, NM 88210

Sharbro Oil LTD Co. 2.50%
105 South Fourth Street
Artesia, NM 88210

Andex Resources, L.L.C. 50.00%
1001 Fannin, Suite 2000
Houston, TX 77002-6907

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 3 day of August, 1999 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
6-14-2003

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 is 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 3 day of August, 19 99

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)

Executed this _____ day of _____, 19

Assignee YATES DRILLING COMPANY
or
Attorney-in-fact _____ (Signature)
Randy G. Patterson

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

[redacted] [redacted] (All States) [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

274412

RECORDED Aug. 9 1999 2:25 PM
IN BOOK 111 O+G PAGE 717
FEES $ 10.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

[redacted]

This Assignment and Bill of Sale (the "Assignment") is from PIONEER NATURAL RESOURCES USA, INC., a Delaware corporation and PIONEER RESOURCES PRODUCING L.P., a Delaware limited partnership (collectively the "ASSIGNORS"), each having a place of business at 5205 N. O'Connor Blvd., Suite 1400, Irving, Texas 75039-3746, to PRIZE ENERGY RESOURCES, L.P. ("ASSIGNEE"), a Delaware limited partnership, with an address of 20 E. 5th Street, Suite 1400, Tulsa, Oklahoma 74103.

I.

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, ASSIGNORS, subject to the terms hereof, do hereby ASSIGN, TRANSFER and CONVEY, effective as of July 1, 1999, at 12:01 a.m., (the "Effective Time"), unto ASSIGNEE, all of ASSIGNORS' right, title, and interest in and to the following described assets, less and except the Excluded Assets (the "Assets"):

1. (a) The oil, gas, and mineral leases and leasehold interests described in Exhibit A attached hereto and incorporated herein, to the extent and only to the extent they cover the lands described in Exhibit A, together with ASSIGNORS' interest in any pooled, communitized or unitized acreage, of which any of such leases and leasehold interests are a part, and all of the rights appurtenant thereto (the "Subject Properties" or "Subject Property"). (The Assets described in this Section I.1.(a) may be referred to in this Assignment as the "Sale Interest.")

(b) To the extent, and only to the extent, attributable or allocable to the Subject Properties: (1) all wells (including, but not limited to, the wells described in Exhibit B and all other oil, gas, injection and water wells whether plugged or unplugged and whether abandoned or not) ("Wells"), equipment, lease equipment, gathering pipelines, gas facilities, gathering systems, gathering, storage, distribution, treating, processing, and disposal facilities and tanks, tools, buildings, and all other real or tangible personal property and fixtures which are located on or directly and solely related to the Subject Properties, including, without limitation, gas gathering systems (not carrying gas of ASSIGNORS or any affiliate of ASSIGNORS from any Excluded Asset) which carry gas produced on any of the Subject Properties, items of personal property described in Exhibit A and specifically including portable tools, snow vehicles, equipment, and inventory used exclusively on or exclusively appurtenant to the Subject Properties or the Wells, but except as provided above, excluding personal property not solely appurtenant to the Wells and personal property temporarily located on the Subject Properties; (2) all oil, gas, mineral, and other hydrocarbon substances produced on or after the Effective Time; (3) to the extent the same are assignable or transferable, all orders, contracts, title opinions and documents, abstract of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, gas purchase, sale transportation and processing

agreements and all other agreements and instruments; (4) all surface leasehold and surface fee estates (but only to the extent overlying and within the boundaries of the lands comprising the Subject Properties, or exclusively appurtenant to or exclusively held and exclusively used in connection with the operations of the Subject Properties), easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, limited by and subject to the rights of third parties and applicable Related Agreements as provided for in the Purchase and Sale Agreement; (5) to the extent assignable, lease files, land files, operating files, well files, oil and gas sales contract files, gas processing files, logs, test data, production histories, division order files, abstracts, title files (the "Records"), and all rights thereto, limited by and subject to the rights, if any, retained by ASSIGNORS and those of third parties; and applicable Related Agreements; (6) royalty and overriding royalty interests not related, pertaining to or derived from the Excluded Minerals (as hereinafter defined) and to the extent and only to the extent pertaining to both the Sale Interest and the area underlying and within the boundaries of the lands comprising the Subject Properties; (7) all other rights, privileges, benefits and powers conferred upon the owner and holder of leasehold in the Subject Properties; and, (8) reversionary interests and farmout rights and interests appurtenant to the Subject Properties but not related, pertaining to or derived from the Excluded Minerals.

(c) To the extent, and only to the extent, necessary for the ownership, use, or development of the Subject Properties, and limited by and subject to the rights of and conditions or restrictions imposed by third parties or applicable agreements, the concurrent, nonexclusive right of ingress and egress with respect to the fee, mineral, leasehold and royalty interests to the extent owned or retained by ASSIGNORS in the area of the Subject Properties (at ASSIGNEE'S sole cost).

(d) The undeveloped leasehold identified in Exhibit A hereto, together with all contract rights, personal property and other rights directly related thereto to the extent assignable, and subject to and limited by the rights of third parties and Related Agreements and recognizing that such undeveloped leasehold may have expired or may expire or may not have been renewed or may not be renewed;

(e) All domestic U.S. mineral interests (and the royalty and overriding royalty interests associated with said mineral interests), including (without limitation) all mineral fee, mineral, royalty and overriding royalty interests in, on or under the lands described in Exhibit A, to the extent covering lands outside the areas, land, counties, or parishes in the states described on Exhibit C attached hereto and incorporated herein (the "Mineral Interest"), with ASSIGNORS expressly retaining, among the other things retained by ASSIGNORS or not otherwise covered hereby, all right, title, and interest in the domestic U.S. mineral interests, and the royalty and overriding royalty interests associated with said mineral interests, inside the areas, land, counties, or parishes in the states described on said Exhibit C, (with such retained interests of ASSIGNORS referred to as the "Excluded Minerals," with Excluded Minerals being considered Excluded Assets for purposes of this Assignment); provided, however, as to the Excluded Minerals, should any land ultimately and specifically described on an Exhibit A fall within the description for and conflict with the description of Excluded Minerals, then, as to and only as to the specific lands described in Exhibit A, all mineral, royalty, and overriding royalty interests of ASSIGNORS, if any, to the extent and only to the extent directly pertaining to and within the boundaries of said specifically described lands shall not be considered to be Excluded Minerals and shall be considered to have been conveyed to ASSIGNEE pursuant to the terms of this Assignment, and only to the extent assignable, and subject and limited by the rights of third parties and Related Agreements;

[redacted] [redacted] [redacted]

(All States)

2. Notwithstanding anything in this Assignment to the contrary, the Assets do not include and ASSIGNEE agrees and acknowledges that ASSIGNORS have reserved and retained from the Assets and hereby reserve and retain unto themselves any and all rights, titles and interests in and to (a) fee, leasehold, mineral fee, royalty, overriding royalty, and other interests not expressly included under Section I.1. above; (b) the right of ingress and egress over, across, under and through the Assets for the purpose of mining, drilling, exploring, operating, holding, producing and developing the fee, fee mineral, royalty interests and leasehold interests reserved and retained by ASSIGNORS for oil, gas, minerals and other hydrocarbon substances and other lawful substances; (c) seismic, geologic and geophysical records, information, and interpretations relating to the Assets, except for the records, information, and interpretations which ASSIGNEE shall receive pursuant to the Seismic Data License Agreement from ASSIGNORS as provided for in the Purchase and Sale Agreement; (d) any and all records which consist of previous, contemporaneous or subsequent offers, ASSIGNORS discussions, or analyses associated with the purchase, sale or exchange of the Assets or any part thereof, proprietary or interpretive information, reserve data, internal communications, personnel information (not related to the personnel to whom ASSIGNEE offers employment under the terms of the Purchase and Sale Agreement between ASSIGNORS and ASSIGNEE, tax information, information covered by a non-disclosure obligation and information or documents covered by a legal privilege; (e) originals or copies of Records retained by ASSIGNORS, (f) all claims, rights and causes of action against third parties, asserted and unasserted, known and unknown relating to the period prior to the Effective Time relating to the Assets, except to the extent and only to the extent that such claims, rights and causes of action have been or are then being offset against actual losses incurred by ASSIGNEE as a result of, vested and existing pre-Effective Time liabilities or obligations assumed and fulfilled by ASSIGNEE pursuant to the terms of the Purchase and Sale Agreement at the time ASSIGNORS receives the benefit related to such claim, right or cause of action, relating to the same affected Assets but to the extent and only to the extent the liabilities or obligations are those to which such claims, rights and causes of action directly relate or pertain; (g) to the extent ASSIGNORS have reserved interests, including deep rights, or to the extent ASSIGNORS currently use the following rights for its operations in the area of the Subject Properties, ASSIGNORS reserve concurrent interests in any and all applicable easements, rights of way, contracts, licenses, permits, or other rights relating to the reserved interests or interests in the area; (h) communication equipment (other than communication towers and related equipment located at the Gas Plants or as listed on Exhibit A hereto), leased or rented equipment or facilities, office equipment, computer equipment and software; (i) all pipelines, gas plants, equipment, and attendant agreements, and rights of way owned or operated by ASSIGNORS or by any Affiliate of ASSIGNORS which are not solely appurtenant to the Wells or the Subject Properties or are not listed on Exhibit A (except the Gas Plants); (j) all oil and gas or other hydrocarbons produced before the Effective Time or in storage at the Effective Time; (k) any refund of taxes or other costs or expenses borne by ASSIGNORS or ASSIGNORS predecessors in title attributable to the period of time prior to the Effective Time, except to the extent and only to the extent that such claims, rights and causes of action have been or are then being offset against actual losses incurred by ASSIGNEE as a result of, vested and existing pre-Effective Time liabilities or obligations assumed and fulfilled by ASSIGNEE pursuant to the terms of the Purchase and Sale Agreement at the time ASSIGNEE receives the benefit related to such claim, right or cause of action, relating to the same affected Assets but to the extent and only to the extent the liabilities or obligations are those to which such claims, rights and causes of action directly relate or pertain; (l) any and all proceeds from the settlements or final

adjudication of contract disputes with lessors, co-owners or operators of the Assets or with purchasers, gatherers, processors or transporters of hydrocarbons from or attributable to the Assets, including, without limitation, settlement of royalty, take-or-pay, pricing or volume adjustment disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time, except to the extent and only to the extent that such claims, rights and causes of action have been or are then being offset against actual losses incurred by ASSIGNEE as a result of, vested and existing pre-Effective Time liabilities or obligations assumed and fulfilled by ASSIGNEE pursuant to the terms of the Purchase and Sale Agreement at the time ASSIGNORS receive the benefit related to such claim, right or cause of action, relating to the same affected Assets but to the extent and only to the extent the liabilities or obligations are those to which such claims, rights and causes of action directly relate or pertain; (m) Excluded Minerals; and (n) items or interests excluded or removed elsewhere in or pursuant to the Purchase and Sale Agreement ((a) through (n), collectively, the "Excluded Assets" or, individually, an "Excluded Asset").

II.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT: (1) THE ASSETS AND PROPERTY HAVE BEEN USED OR MAY HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, PRODUCTION, TREATMENT, PROCESSING, STORAGE AND TRANSPORTATION OF OIL AND GAS AND RELATED OIL FIELD OPERATIONS. PHYSICAL CHANGES IN OR ON THE PROPERTY MAY HAVE OCCURRED AS A RESULT OF SUCH USES; (2) THE ASSETS OR THE PROPERTY ALSO MAY INCLUDE WASTES, BURIED PIPELINES, AND OTHER EQUIPMENT WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY BE HIDDEN OR NOT NOW BE KNOWN OR NOT READILY APPARENT BY A PHYSICAL INSPECTION OF THE AFFECTED ASSETS; AND (3) HYDROCARBONS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"), ASBESTOS AND OTHER SUBSTANCES, INCLUDING HAZARDOUS SUBSTANCES, MAY HAVE COME TO BE RELEASED OR LOCATED ON OR BENEATH THE SURFACE OF THE ASSETS OR THE PROPERTY.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT: (i) ASSIGNEE HEREBY ACCEPTS THE ASSETS SOLELY ON THE BASIS OF ITS OWN INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND PROPERTY INCLUDING, WITHOUT LIMITATION, SURFACE AND SUBSURFACE CONDITION; AND, ASSIGNEE ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS; ALL EQUIPMENT AND OTHER PERSONAL PROPERTY FORMING ANY PART OF THE ASSETS IS HEREBY TRANSFERRED SUBJECT TO NORMAL WEAR AND TEAR AND WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND ARE SOLD "AS IS AND WITH ALL FAULTS AND DEFECTS" and "WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE."

III.

THIS ASSIGNMENT IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR

A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE ASSETS OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

IV.

ASSIGNEE (i) hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising at any time with respect to the Assets, including, without limitation (1) those arising under or by virtue of any lease, contract, agreement, document, permit, law, statute, rule, regulation or order of any governmental authority or court (specifically including, without limitation, any governmental request or other requirement to plug, re-plug, or abandon or re-abandon any well of whatever type, status or classification, or take any clean-up, remedial or other action with respect to the Assets or Property), (2) any obligations related to joint interest billing amounts invoiced by the operators of the Subject Properties and attributable to periods of time prior to the Effective Time, (3) preferential rights to purchase and (4) third party consents (ii) hereby assumes and shall be responsible for and pay all claims affecting or arising, directly or indirectly, at any time in connection with the Assets, including, without limitation, claims for environmental cleanup, remediation, or compliance, or for any relief, arising directly or indirectly from or incident to, the use, occupation, operation, maintenance, or abandonment of or production from the Assets, or condition of the Assets or Property, whether latent or patent, including, without limitation, contamination of property or premises with NORM, and whether or not arising solely from or contributed to by the negligence in any form, whether active or passive, or of any kind or nature, of ASSIGNORS or their predecessors in title or their respective agents, employees, or contractors; and (iii) shall defend, indemnify and hold harmless ASSIGNORS (and ASSIGNORS Representatives) harmless from any and all claims arising, asserted or due at any time whether before, on or after the Effective Time in connection with the foregoing.

Further, the terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the ASSIGNORS and the ASSIGNEE and their respective successors and assigns, and such terms, covenants, and conditions are effective as stated, shall be covenants running with the lands and the leasehold estates herein assigned and with each transfer or Assignment of said lands and leasehold estates, whether or not the terms, covenants, and conditions are memorialized in future Assignments or other instruments.

The indemnities and release provided in this Assignment shall extend to ASSIGNORS and their corporate parent, subsidiaries and respective affiliates and any person who at any time has served or is serving as director, officer, employee, consultant (including, but not limited to Chase Securities, Inc. and its corporate parent, subsidiaries and affiliates and their respective directors, officers, and employees), invitee or agent thereof (each a "Representative"), and each of their respective heirs, executors, successors, and assigns, and shall apply to all claims subject to indemnity hereunder, including those based on negligence of any nature, including sole negligence, simple negligence, concurrent negligence, active negligence, passive negligence, strict liability or fault of ASSIGNORS (or any other indemnified party) or any other theory of liability or fault, whether of law (whether common or statutory) or in equity.

(All States)

For purposes of this Assignment "Property," "Properties," "PROPERTY," ***or*** "PROPERTIES" ***mean the real property or properties, surface and subsurface, in which and on which the Assets, or any portion thereof, are located, operated, pertain, or relate and includes the land, if any, described or referred to in Exhibit A.***

As used in this Assignment, "Claims," "CLAIMS," ***"claims"*** or *"CLAIMS"* shall include costs, expenses, obligations, claims, demands, lawsuits, causes of action, liabilities, damages, fines, penalties and judgments of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown, and all costs and fees (including without limitation, interest, attorney's fees, costs of experts, court costs and costs of investigation) incurred in connection therewith, including, but not limited to claims arising from or directly or indirectly related to personal injury, death, property damage or loss, contract, royalty, operating, suspense and capital obligations attributable to the Assets.

V.

a. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of the jurisdiction wherein the Assets are located shall apply. In the event of any litigation or other proceeding in connection with this Assignment, the venue for any such proceeding shall be in a State of Texas or federal court of competent jurisdiction located in Dallas County, Texas, and the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred therein from the other party, in addition to any damages awarded.

b. WAIVER OF CONSUMER RIGHTS/DTPA WAIVER. TO THE EXTENT APPLICABLE TO THE ASSETS OR ANY PORTION THEREOF, ASSIGNEE HEREBY VOLUNTARILY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. IN ORDER TO EVIDENCE ITS ABILITY TO GRANT SUCH WAIVER, ASSIGNEE HEREBY REPRESENTS AND WARRANTS TO SELLER THAT IT (i) IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE; (ii) HAS CONSULTED WITH AN ATTORNEY OF ASSIGNEE'S OWN CHOOSING; (iii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL, BUSINESS AND OIL AND GAS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS CONTEMPLATED HEREBY; (iv) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; AND (v) THAT THIS WAIVER IS A MATERIAL AND INTEGRAL PART OF THIS AGREEMENT AND THE CONSIDERATION THEREOF. IN ADDITION, ASSIGNEE WAIVES ITS RIGHTS UNDER ALL OTHER CONSUMER PROTECTION STATUTES APPLICABLE TO THIS TRANSACTION AND/OR THE ASSETS OR THIS AGREEMENT TO THE MAXIMUM EXTENT THAT SUCH STATUTES MAY BE WAIVED.

c. Subject to Purchase and Sale Agreement. This Assignment is subject to the terms of that certain Purchase and Sale Agreement dated May 16, 1999, between

ASSIGNORS and PRIZE ENERGY CORP. (the "Purchase and Sale Agreement"). The Purchase and Sale Agreement provides among other things for a comprehensive indemnity of ASSIGNORS by PRIZE ENERGY CORP. in addition to that provided in paragraph IV above, before, on, and after the Effective Time. Any differences between the Purchase and Sale Agreement and this Assignment shall be harmonized and reconciled to the extent reasonably possible, however, in the event of any material conflict between the terms of this Assignment and the terms of the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control with regard to such conflict. PRIZE ENERGY RESOURCES, L.P. shall be jointly and severally liable with PRIZE ENERGY CORP. for the fulfillment of the obligations and liabilities of PRIZE ENERGY CORP. under the Purchase and Sale Agreement.

d. Ejusdem Generis. The word "includes" and "including" and their syntactical variants meaning "includes, but not limited to" and its corresponding syntactical variants. The rule of ejusdem generis may not be invoked to restrict or limit the scope of the general term or phrase followed or preceded by an enumeration of particular examples.

e. No Ratification. Recitation of or reference to any agreement or other instrument in this Assignment, including its exhibits, does not operate to ratify, confirm, revise, or reinstate the agreement or instrument if it has previously lapsed or expired.

f. Not to be Construed Against Drafter. ASSIGNORS and ASSIGNEE acknowledge that they have read this Assignment, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, ASSIGNEE and ASSIGNORS agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Assignment and that in the event of any ambiguity in any of the terms or conditions of this Assignment, including any exhibits hereto and whether or not placed of record, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

g. Express Negligence Rule; Conspicuousness. ASSIGNEE ACKNOWLEDGES THAT THE PROVISIONS IN THIS ASSIGNMENT THAT ARE SET OUT IN ITALICS, IN BOLD, UNDERLINE, OR CAPITALS (OR ANY COMBINATION THEREOF) SATISFY THE REQUIREMENTS FOR THE EXPRESS NEGLIGENCE RULE AND/OR ARE CONSPICUOUS.

h. Compliance with Laws. ASSIGNEE will comply with all rules, laws, regulations and statutes applicable to ASSIGNEE's ownership and operations of the Assets.

i. Counterparts. This Assignment may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all counterparts shall constitute but one Assignment. To facilitate recordation, there may be omitted from certain counterparts hereof, portions of Exhibits A, B and/or C which describe properties not located in the recording jurisdiction in which such counterpart is to be recorded.

TO HAVE AND TO HOLD the Assets unto ASSIGNEE, its successors and assigns, subject to the terms, covenants, and conditions hereinabove set forth.

(All States)

EXECUTED by each party as of the date of the acknowledgment of their signatures below, to be effective in all respects as of the Effective Time.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

PIONEER NATURAL RESOURCES USA, INC.

By: _____
W. T. Howard, Senior Vice President

PIONEER RESOURCES PRODUCING L.P.
By PIONEER RESOURCES, INC., ITS SOLE GENERAL PARTNER

By: _____
W. T. Howard, Vice President

PRIZE ENERGY RESOURCES, L.P.
By PRIZE OPERATING COMPANY,
ITS SOLE GENERAL PARTNER

By: _____
Philip B. Smith,
Chairman and Chief Executive Officer

[THIS IS THE SIGNATURE PAGE FOR THE ASSIGNMENT AND BILL OF SALE FROM PIONEER NATURAL RESOURCES USA, INC. AND PIONEER RESOURCES PRODUCING L.P. TO PRIZE ENERGY RESOURCES, L.P.]

(All States)

STATE OF TEXAS §
COUNTY OF MIDLAND §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that, on this 25th day of June, 1999, there appeared before me W. T. Howard, as the Senior Vice President of PIONEER NATURAL RESOURCES USA, INC., a Delaware corporation, and as the Vice President of PIONEER RESOURCES, INC., a Delaware corporation, the sole general partner of PIONEER RESOURCES PRODUCING L.P., a Delaware limited partnership, who is personally known to me, and that:

ALABAMA:	Such person, who has signed the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer of each such corporation with full authority executed the same voluntarily for and as the act of each such corporation, acting in his and their capacities as aforesaid.
ARIZONA, ARKANSAS, COLORADO, FLORIDA, ILLINOIS, INDIANA, KANSAS, KENTUCKY, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, TENNESSEE, TEXAS, UTAH, WEST VIRGINIA, WYOMING	This instrument was acknowledged before me on this date by the aforementioned person as such officer of said Pioneer Natural Resources USA, Inc., on behalf of said corporation, and as such officer of said Pioneer Resources, Inc., on behalf of said corporation, acting as general partner on behalf of said Pioneer Resources Producing L.P.
CALIFORNIA	Before me, a Notary Public of said State, duly commissioned and sworn, personally appeared the aforementioned person personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the aforesaid officer of and on behalf of the aforesaid corporations and acknowledged to me that such corporations executed the same in the capacities therein stated.
MISSISSIPPI	Personally appeared before me, the undersigned authority in and for the said county and state, on this day, within my jurisdiction, the aforementioned person, who acknowledged that he, as the aforesaid officer of said corporations, and that for and on behalf of the said corporations, and as the act and deed of said corporations acting in the capacities therein stated, executed the above and foregoing instrument, after first having been duly authorized by said corporations so to do.
LOUISIANA	Before me appeared the above named person to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing instrument as the above designated officer of the above named corporations, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and as the free act and deed of said corporations on behalf of said corporations acting in the capacities therein stated, and for the uses and purposes therein set forth and apparent.

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

Judy Walters
Notary Public, State of Texas

JUDY WALTERS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 8-3-2000

[redacted] [redacted] (All States) [redacted]

STATE OF TEXAS §
COUNTY OF MIDLAND §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that, on this 26th day of June, 1999, there appeared before me Philip B. Smith, Chairman and Chief Executive Officer of PRIZE OPERATING COMPANY, a Delaware corporation, the sole general partner of PRIZE ENERGY RESOURCES, L.P., a Delaware limited partnership, who is personally known to me, and that:

ALABAMA:	Such person, who has signed the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer with full authority executed the same voluntarily for and as the act of said corporation, acting in his and its capacity as aforesaid.
ARIZONA, ARKANSAS, COLORADO, FLORIDA, ILLINOIS, INDIANA, KANSAS, KENTUCKY, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, TENNESSEE, TEXAS, UTAH, WEST VIRGINIA, WYOMING	This instrument was acknowledged before me on this date by the aforementioned person as such officer of said corporation, on behalf of said corporation, acting as General Partner on behalf of Prize Energy Resources, L.P.
CALIFORNIA	Before me, a Notary Public of said State, duly commissioned and sworn, personally appeared the aforementioned person personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the aforesaid officer of and on behalf of the corporation therein and acknowledged to me that such corporation executed the same in the capacity therein stated.
MISSISSIPPI	Personally appeared before me, the undersigned authority in and for the said county and state, on this day, within my jurisdiction, the aforementioned person, who acknowledged that he, as the aforesaid officer of said corporation, and that for and on behalf of the said corporation, and as its act and deed, in the capacity therein stated, executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.
LOUISIANA	Before me appeared the above named person to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing instrument as the above designated officer of the above named corporation, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and as the free act and deed of said corporation on behalf of said corporation, acting in the capacity therein stated, and for the uses and purposes therein set forth and apparent.

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, State of Texas

PAT EPPERSON
MY COMMISSION EXPIRES
February 20, 2001

EXHIBIT "A"

All lands listed below are located in SUBLETTE COUNTY, WYOMING

Lease #				Land Description
Prospect... 3677 GREEN RIVER PROSPECT				
000002-00-1 Lessor: USA WYW-120611 Lessee: SANTA FE RESOURCES, INC.	Dated..... 7/01/98	Book...	Page...	LOTS 1,2,3, & 4, E/2, E/2 W/2 SEC.7, T27N, R109W, 6TH MERIDIAN.
000002-00-2 Lessor: USA WYW-120625 Lessee: SANTA FE ENERGY RESOURCES, INC.	Dated..... 7/01/98	Book...	Page...	LOTS 1, 2, 3, & 4, S/2 N/2 SEC. 1, T27N, R110W, 6TH P.M.
000002-00-3 Lessor: USA WYW-120624 Lessee: SANTA FE RESOURCES, INC.	Dated..... 7/01/98	Book...	Page...	NE/4 SE/4 SEC. 1, T27N, R110W, 6TH P.M.
024639-00-0 Lessor: USA WYW-117305 Lessee: SANTA FE ENERGY RESOURCES, INC.	Dated..... 7/01/98	Book...	Page...	SEC 1 AND LOTS 1,2, S/2 NE/4 SEC. 2, T127N, R110W, 6TH MER.

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EXHIBIT 'A'

COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: RIGHTS OF WAY

LEASE NUMBER	GRANTOR	GRANTEE	DATE ACQUIRED	RECORDING INFORMATION AND DESCRIPTION
WY-50156-000	BUDD & SONS LAND COMPANY	AMERICAN QUASAR PETROLEUM CO	11/16/1981	AGREEMENT

TRACT: 001

SEC: 3 029N 113W
SW/4, SW/4 SE/4, N/2 SE/4
SEC: 4 029N 113W
NW/4, W/2 NE/4, NE/4 SW/4, N/2 SE/4
SEC: 5 029N 113W
NW/4 NW/4
SEC: 6 029N 113W
N/2 NE/4, N/2 NW/4
SEC: 1 029N 114W
NW/4, N/2 SW/4, N/2 NE/4
SEC: 2 029N 114W
W/2 NW/4, N/2 SE/4, NE/4
SEC: 3 029N 114W
NW/4, SW/4, S/2 SE/4, NE/4
SEC: 4 029N 114W
ALL
SEC: 5 029N 114W
NW/4
SEC: 6 029N 114W
SW/4
SEC: 8 029N 114W
N/2 SE/4
SEC: 9 029N 114W
E/2 NW/4, SW/4 NW/4, SE/4, NE/4, SW/4
SEC: 10 029N 114W
ALL
SEC: 11 029N 114W
SW/4
SEC: 15 029N 114W
ALL
SEC: 16 029N 114W
SW/4
SEC: 18 029N 114W
SW/4
SEC: 20 029N 114W
E/2
SEC: 21 029N 114W
SW/4
SEC: 22 029N 114W
N/2 NW/4, N/2 NE/4
SEC: 11 029N 115W
SW/4
SEC: 12 029N 115W
SE/4
SEC: 28 030N 113W
NW/4 NW/4, SW/4, SW/4 SE/4
SEC: 30 030N 113W
S/2 SW/4, E/2 SE/4, E/2 NE/4
SEC: 31 030N 113W
ALL
SEC: 32 030N 113W
ALL
SEC: 33 030N 113W
S/2 NW/4, SW/4, SE/4

COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: RIGHTS OF WAY

EXHIBIT 'A'

LEASE NUMBER	GRANTOR	GRANTEE	DATE ACQUIRED	RECORDING INFORMATION AND DESCRIPTION
WY-50166-000 (CONT'D)				SEC: 22 030N 114W W/2 SE/4 SEC: 23 030N 114W NE/4 NE/4 SEC: 24 030N 114W NW/4 NW/4, S/2 NW/4, SW/4 SEC: 27 030N 114W S/2 NW/4, N/2 SE/4, NE/4 SEC: 33 030N 114W SW/4
WY-50167-000	ARTHUR L WHITE TRUSTEE	AMERICAN QUASAR PETROLEUM CO	11/23/1981	AGREEMENT TRACT: 001 SEC: 33 030N 114W SE/4 SEC: 44 030N 114W SW/4, W/2 SE/4
WY-50168-000	FLYING W LAND AND LIVESTOCK CO	AMERICAN QUASAR PETROLEUM CO	11/16/1981	RIGHT-OF-WAY AGREEMENT TRACT: 001 SEC: 10 029N 113W ROW ACROSS SECTION SEC: 11 029N 113W ROW ACROSS SECTION SEC: 2 029N 114W ROW ACROSS SECTION SEC: 3 029N 114W ROW ACROSS SECTION
WY-50169-000	JAMES LUCE	AMERICAN QUASAR PETROLEUM CO	11/06/1981	RIGHT-OF-WAY AGREEMENT TRACT: 001 SEC: 33 030N 114W SE/4 SW/4
WY-51047-000	STATE OF WYOMING WY-0163	WOLD OIL PROPERTIES, INC.	11/01/1985	TEMPORARY USE PERMIT TRACT: 001 SEC: 16 029N 113W N/2 N/2 S/2, ACCESS ROAD TO GAS WELLS IN SOUTHERN PORTION OF RILEY RIDGE UNIT.
WY-51074-000	JOHN TANNER	WOLVERINE EXPLORATION CO	11/30/1987	RIGHT-OF-WAY AGREEMENT TRACT: 001 SEC: 33 030N 114W6M ROAD ROW ACROSS SW/4 SW/4

EXHIBIT 'A'

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION AND DESCRIPTION
WY-23672-000	UNITED STATES OF AMERICA W-66738	JUDY P CLIFTON	12/01/1976	BOOK: 58 PAGE: 466 TRACT: 001 SEC: 32 030N 114W N/2 SE/4, SW/4 SW/4, NE/4 SW/4, SE/4 NE/4, E/2 SE/4 SW/4 TRACT: 002 SEC: 32 030N 114W S/2 SE/4, W/2 SE/4 SW/4
WY-23673-000	UNITED STATES OF AMERICA W-62408	DALPORT OIL CORPORATION	12/01/1976	BOOK: 58 PAGE: 613 TRACT: 001 SEC: 13 029N 115W ALL
WY-23676-000	UNITED STATES OF AMERICA W-69874	J T LYKES JR	01/01/1980	TRACT: 001 SEC: 31 030N 114W SE/4 SE/4
WY-23678-000	UNITED STATES OF AMERICA W-67196	GUS CARRAS	04/01/1979	TRACT: 001 SEC: 1 029N 115W S/2 SE/4, NE/4 SE/4 TRACT: 002 SEC: 1 029N 115W N/2, SW/4, NW/4 SE/4 SEC: 2 029N 115W ALL SEC: 11 029N 115W E/2, E/2 W/2
WY-23679-000	UNITED STATES OF AMERICA W-38887	HOWELL SPEAR	04/01/1973	TRACT: 001 SEC: 4 029N 114W S/2 NE/4, SE/4, S/2 SW/4, NE/4 SW/4 SEC: 5 029N 114W S/2 SW/4, NW/4 SW/4 TRACT: 002 SEC: 4 029N 114W LOT 4(21.05A), SW/4 NW/4, NW/4 SW/4 SEC: 5 029N 114W LOTS 1(20.60A), 2(19.81A), 3(19.44A), S/2 N/2, SE/4, NE/4 SW/4
WY-23682-000	UNITED STATES OF AMERICA W-62803	GARY L WISE	11/01/1978	TRACT: 001 SEC: 6 029N 114W LOTS 6 (31.03), 7 (31.06), SE/4 NW/4, E/2 SW/4 SEC: 7 029N 114W LOTS 1 (31.14), 2 (31.28), 3 (31.40), 4 (31.54), E/2 W/2 SEC: 18 029N 114W LOTS 1 (31.66), 2 (31.80), 3 (31.92), 4 (32.06), E/2 W/2 TRACT: 002 SEC: 6 029N 114W LOTS 3 (24.80), 4 (24.35) & 5 (31.00) SEC: 26 029N 114W E/2, E/2 NW/4, SW/4 NW/4, SW/4
WY-23684-000	UNITED STATES OF AMERICA W-49634	JOHN A YATES	04/01/1978	

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COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: RILEY RIDGE

EXHIBIT 'A'

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION AND DESCRIPTION
WY-23684-000	(CONT'D)			
WY-23685-000	UNITED STATES OF AMERICA W-64161	ESTELLE C HAEFELE	04/01/1976	TRACT: 001 SEC: 8 029N 114W ALL
WY-23686-000	UNITED STATES OF AMERICA W-78478	PETE J KITHAS	03/01/1975	TRACT: 001 SEC: 19 029N 114W E/2
WY-23687-000	UNITED STATES OF AMERICA W-60621	PATRICIA R PFENNING	04/01/1976	TRACT: 001 SEC: 9 029N 114W N/2 BOOK: 54 PAGE: 421 TRACT: 001 SEC: 21 029N 114W S/2, S/2 NE/4, SE/4 NW/4, NE/4 NE/4 SEC: 28 029N 114W ALL
WY-23688-000	STATE OF WYOMING 76-0342	CHINOOK ROUSTABOUT SERVICE, INC	08/02/1976	TRACT: 002 SEC: 21 029N 114W N/2 NW/4, SW/4 NW/4, NW/4 NE/4
WY-23689-000	UNITED STATES OF AMERICA W-64162	PATRICIA R PFENNING	04/01/1976	TRACT: 001 SEC: 16 029N 114W ALL BOOK: 54 PAGE: 421
WY-23690-000	UNITED STATES OF AMERICA W-69398	FRED D VOLZ	08/01/1977	TRACT: 001 SEC: 29 029N 114W NE/4
WY-23691-000	UNITED STATES OF AMERICA W-60620	ESTELLE C HAEFELE	04/01/1976	TRACT: 001 SEC: 20 029N 114W ALL TRACT: 002 SEC: 18 029N 114W NE/4
WY-23692-000	UNITED STATES OF AMERICA W-80232	GUS CARRAS	04/01/1979	TRACT: 001 SEC: 6 029N 114W LOT 1(19.64A), 2(19.99A), S/2 NE/4, SE/4 SEC: 7 029N 114W E/2 SEC: 18 029N 114W SE/4 TRACT: 002 SEC: 17 029N 114W S/2 TRACT: 003 SEC: 8 029N 114W SE/4 SE/4 TRACT: 004 SEC: 5 029N 114W LOT 4(19.49A) TRACT: 005 SEC: 17 029N 114W N/2

COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: RILEY RIDGE

EXHIBIT 'A'

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION AND DESCRIPTION
WY-23698-000 (CONT'D)				TRACT: 001 SEC: 14 029N 115W6M S/2, NE/4, E/2 NW/4
WY-23697-000	UNITED STATES OF AMERICA W-36438	DEVEREUX MILBURN JR	10/01/1972	BOOK: 64 PAGE: 168 TRACT: 001 SEC: 33 030N 114W S/2, S/2 N/2 TRACT: 002 SEC: 34 030N 114W W/2 SW/4 TRACT: 003 SEC: 33 030N 114W N/2 N/2 TRACT: 004 SEC: 34 030N 114W SW/4 NE/4, W/2 NW/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4
WY-23698-000	UNITED STATES OF AMERICA W-82404	EDWARD C REINAUER SR	12/01/1975	TRACT: 001 SEC: 12 029N 115W ALL
WY-23699-000	UNITED STATES OF AMERICA W-78475	JOANNE PRITCHETT	06/01/1974	TRACT: 001 SEC: 10 029N 114W6M SE/4, NW/4, W/2 NE/4, SE/4 NE/4 SEC: 15 029N 114W6M N/2 NE/4, SW/4 NE/4 TRACT: 002 SEC: 10 029N 114W6M NE/4 NE/4 SEC: 15 029N 114W6M SE/4 NE/4, SE/4 TRACT: 003 SEC: 10 029N 114W6M SW/4
WY-31098-000	UNITED STATES OF AMERICA W-118393	JUDY P CLIFTON	12/01/1978	BOOK: 68 PAGE: 466 TRACT: 001 SEC: 31 030N 114W LOTS 1 (40.44), 2 (40.42), 3 (40.42), 4 (40.40), W/2 E/2 SEC: 32 030N 114W N/2 N/2, SW/4 NE/4, S/2 NW/4, NW/4 SW/4

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COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: BACHE

DEED NUMBER	GRANTOR	ACQUIRED FROM	DATE ACQUIRED	RECORDING INFORMATION AND DESCRIPTION
MD-23839-000	JOHN SCHNEIDER ET UX	MTS PARTNERSHIP	07/30/1984	BOOK: 1 PAGE: 488 TRACT: 001 SEC: 2 028N 114W W/2 SW/4

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EXHIBIT A.

LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	RECORDED
	STATE/COUNTY		

BLM WYW-120624 — SANTA FE ENERGY RESOURCES INC — 06/20/1990
WY / SUBLETTE

TOWNSHIP ID = 027 N — RANGE ID = 110 W — SECTION ID = 0001
QQ = NESE

TOWNSHIP ID = 027 N — RANGE ID = 110 W — SECTION ID = 0002
LOTS 3(40.20), 4(40.08)
S2 NW, S2

TOWNSHIP ID = 027 N — RANGE ID = 110 W — SECTION ID = 0011
QQ = W2

BLM WYW-120623 — SANTA FE ENERGY RESOURCES INC — 06/20/1990
WY / SUBLETTE

TOWNSHIP ID = 027 N — RANGE ID = 110 W — SECTION ID = 0001
LOTS 1(40.06), 2(40.19), 3(40.37), 4(40.44),
S2 N2

TOWNSHIP ID = 027 N — RANGE ID = 110 W — SECTION ID = 0002
LOTS 1(40.44), 2(40.32), S2 NE

BLM WYW-039913 — CHANDLER & ASSOCIATES — 11/01/1956

WY / SUBLETTE

TOWNSHIP ID = 028 N — RANGE ID = 112 W — SECTION ID = 0033
QQ = NENE

TOWNSHIP ID = 028 N — RANGE ID = 112 W — SECTION ID = 0033
QQ = S2NE

TOWNSHIP ID = 028 N — RANGE ID = 112 W — SECTION ID = 0033
QQ = E2NW

TOWNSHIP ID = 028 N — RANGE ID = 112 W — SECTION ID = 0033
NW NE, SW SE, E2 SE

STATE OF WY 11141 — CHANDLER & ASSOCIATES — 05/16/1951 — 21 272
WY / SUBLETTE

TOWNSHIP ID = 027 N — RANGE ID = 113 W — SECTION ID = 0036
E2 NE, SW NE

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EXHIBIT A

LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	RECORDED
	STATE/COUNTY		
MCGINNIS, ANDERSON	CHANDLER WY / SUBLETTE	12/26/1961	16 336
TOWNSHIP ID = 027 N	RANGE ID = 112 W	SECTION ID = 0000	
	SEC 3: PARTS OF LOTS 3, 4 (SEE LEASE);		
	SEC 4: LOT 1 ; S/2 NE/4		
WYOMING STATE HIGHWAY DEPT	CHANDLER & ASSOCIATES WY / SUBLETTE	02/28/1969	BK 42 PG 407
TOWNSHIP ID = 028 N	RANGE ID = 112 W	SECTION ID = 0033	
	PART OF S2 SE, NE SE		
BLM WYW EV-022929	CHANDLER & ASSOCIATES WY / SUBLETTE	09/01/1947	
TOWNSHIP ID = 027 N QQ = NE	RANGE ID = 112 W	SECTION ID = 0034	
TOWNSHIP ID = 027 N QQ = SE	RANGE ID = 112 W	SECTION ID = 0034	
TOWNSHIP ID = 027 N QQ = N2	RANGE ID = 112 W	SECTION ID = 0035	
TOWNSHIP ID = 027 N QQ = S2	RANGE ID = 112 W	SECTION ID = 0035	
BLM WYW 53497	CHANDLER & ASSOCIATES WY / SUBLETTE	08/01/1950	
TOWNSHIP ID = 028 N QQ = NE	RANGE ID = 112 W	SECTION ID = 0009	

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EXHIBIT A

LESSOR/GRANTOR	LESSEE/GRANTEE STATE/COUNTY	DATE	RECORDED
BLM WYW-053447	CHANDLER WY / SUBLETTE	02/01/1950	-000
TOWNSHIP ID = 029 N	RANGE ID = 112 W S2 NE, SW NW	SECTION ID = 0022	
BLM WYW E-026175	CHANDLER & ASSOCIATES WY / SUBLETTE	08/01/1950	
TOWNSHIP ID = 028 N	RANGE ID = 112 W E2, E2 W2, W2, SW	SECTION ID = 0004	
TOWNSHIP ID = 028 N OO = NW	RANGE ID = 112 W	SECTION ID = 0009	
BLM WYW EV-022931-A	CHANDLER & ASSOCIATES WY / SUBLETTE	11/01/1947	
TOWNSHIP ID = 026 N OO = E2SE	RANGE ID = 112 W	SECTION ID = 0008	

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STATE & COUNTY... SUBLETTE COUNTY, WY

WELL/LEASE NAME	BASE LEASE NUMBERS COVERED AS SHOWN IN EXHIBIT "A"	ACCOUNTING NUMBER
FIELD: RILEY RIDGE		
RILEY RIDGE FEDERAL #10-14		561683 010
RILEY RIDGE FEDERAL #10-14		561683 000
RILEY RIDGE FEDERAL #12-43		561684 012
RILEY RIDGE FEDERAL #12-43		561684 000
RILEY RIDGE FEDERAL #17-34		561685 017
RILEY RIDGE FEDERAL #17-34		561685 000
RILEY RIDGE FEDERAL #33-24		561686 033
RILEY RIDGE FEDERAL #33-24		561686 000
RILEY RIDGE FEDERAL #8-24		561682 008
RILEY RIDGE FEDERAL #8-24		561682 000

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EXHIBIT C
TO
ASSIGNMENT AND BILL OF SALE FROM
PIONEER NATURAL RESOURCES USA, INC.
AND PIONEER RESOURCES PRODUCING L.P. (AS ASSIGNORS) TO
PRIZE ENERGY RESOURCES L.P. (AS ASSIGNEE)

[THERE IS NO EXHIBIT C TO THIS COUNTERPART TO THE ASSIGNMENT AND BILL OF SALE.]

PNR-Prize-ExC-None