Well Name: Preston Gov #2

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

274413

RECORDED Aug 9 1999 2:25p M
IN BOOK 112 016 PAGE 1
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Preston

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and TRACY PRODUCTION, INC. ("Assignee(s)"), with a place of business at P.O. BOX 131195 TYLER, TX 75713 is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

144 Lot Number: 107.00

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST: Lisa M. Mahoney
Corporate Secretary

Cabot Oil & Gas Corporation

By: J. M. Trimble
Name: J. M. Trimble
Title: Senior Vice President

[redacted] [redacted] [redacted]

WITNESS OR ATTEST:

_____

_____

ASSIGNEE:

Tracy Production

By: John F. Kennedy
Name: John F. Kennedy
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999 before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public – Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF TEXAS

COUNTY OF Harris

Acknowledged on this 21st day of July, in the year 1999, before me personally came John F. Kennedy, to me known, who by me duly sworn, did depose and say that he is the President of Tracy Production, Inc., a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Sheri Kelly Horne
Notary Public

SHERI KELLY HORNE NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JUNE 12, 2000

My Commission Expires:

PR99.doc)

EXHIBIT "A"

PRESTON GOV #2 – 490214001

Lease Number: 49-0000909 Status: ACTIVE Recorded: UNRECORDED
Lease Date: 12/01/1948 Lessor: USA W-16770
Expire Date: 11/30/2099 Lessee: DORINE SWIGERT

Tract	PROSPECT	St County	Gross Acres
2	EQUITABLE ACQUISITION	WY SUBLETTE	217.160

Legal:
T 30N R 112W Sec 30 Lot 1 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 3,650'
T 30N R 112W Sec 30 Lot 2 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 3,650'
T 30N R 112W Sec 30 Lot 3 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 3,650'
T 30N R 112W Sec 30 Lot 4 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 3,650'
T 30N R 112W Sec 30 QQ SE 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 3,650'

6

***The assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the Preston Government #2 well, located in the NW/4SE/4 of Section 30-T30N-R112W.**

Well Name: Veal Federal #10-20

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

RECORDED Aug 9 1999 2:25p M
IN BOOK 112 OTG PAGE 7
FEES $ 110.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF WYOMING

COUNTY OF SUBLETTE

274414

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and BROUGHTON PETROLEUM, INC. ("Assignee(s)"), with a place of business at P.O. BOX 1389 SEALY, TX 77474 is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

144 Lot Number: 108.00

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

[redacted] [redacted] [redacted]

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

Corporate Secretary

Cabot Oil & Gas Corporation

By:

Name: J. M. Trimble

Title: Senior Vice President

[redacted] [redacted] [redacted]

WITNESS OR ATTEST:

_____

_____

ASSIGNEE:

Broughton Petroleum, Inc.

By: [signature]
Name: Jeanne R. Hendrick
Title: Vice-President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999, before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public - Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF TEXAS

COUNTY OF Harris

Acknowledged on this 21st day of July, in the year 1999, before me personally came Jeanne R. Hendrick, to me known, who by me duly sworn, did depose and say that she is the Vice-President of Broughton Petroleum, Inc., a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Sheri Kelly Horne
Notary Public

My Commission Expires:

SHERI KELLY HORNE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 12, 2000

PR99.doc)

EXHIBIT "A"

VEAL FEDERAL #10-20 – 490062003

Lease Number:	49-0000458	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	05/01/1976	Lessor:	USA W-54466		
Expire Date:	05/01/1986	Lessee:	HARRY K VEAL		

Tract	PROSPECT	St	County	Gross Acres
1	FOGARTY DRAW	WY	SUBLETTE	160.000

Legal:
T 28N R 111W Sec 20 QQ NW 6TH PRINCIPAL 1855
DEPTH A: BELOW 12,675'

***The Assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the Veal Federal #10-20 well, located in the NW/4 of Section 20-T28N-R111W.**

VEALFED.DOC 06/16/99 4:36 PM

Well Name: Yose Cattle Company 40-35

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

STATE OF WYOMING

COUNTY OF SUBLETTE

274415

RECORDED Aug. 9 1999 9:25p M
IN BOOK 112 OAG PAGE 13
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath. Sachs

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and MINOR RESOURCES, INC. ("Assignee(s)"), with a place of business at P.O. BOX 421 SEALY, TX 77474 is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

144/ Lot Number: 109.00

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST: CABOT OIL 1920 1911

Corporate Secretary

Cabot Oil & Gas Corporation

By: J. M. Trimble

Name: J. M. Trimble

Title: Senior Vice President

[redacted] [redacted] [redacted]

WITNESS OR ATTEST:

_____

_____

ASSIGNEE:

Minor Resources, Inc.

By: Jeanne R. Hendrick
Name: Jeanne R. Hendrick
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999, before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public - Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF Texas

COUNTY OF Harris

Acknowledged on this 21 day of July, in the year 1999, before me personally came Jeanne R. Hendrick, to me known, who by me duly sworn, did depose and say that she is the President of Minor Resources, Inc, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Sheri Kelly Horne
Notary Public

SHERI KELLY HORNE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 12, 2000

My Commission Expires:

PR99.doc)

EXHIBIT "A"

YOSE CATTLE COMPANY #40-35 – 490211004

Lease Number: 49-0000900 Status: ACTIVE Recorded: BK 64 PG 76
Lease Date: 12/17/1981 Lessor: YOSE CATTLE COMPANY
Expire Date: 12/17/2099 Lessee: BELCO DEVELOPMENT COMPANY

Tract	PROSPECT	St County	Gross Acres
1	EQUITABLE ACQUISITION	WY SUBLETTE	40.000

Legal:
T 28N R 112W Sec 35 QQ NWSE 6TH PRINCIPAL 1855
SURF - 9,340'

Lease Number: 49-0000904/SUR Status: ACTIVE Recorded: UNRECORDED
Lease Date: 02/07/1985 Lessor: ST WY HR 08-1984- TP-0050
Expire Date: 02/07/2099 Lessee: ENERGETICS OPERATING COMPANY

Tract	PROSPECT	St County	Gross Acres
1	EQUITABLE ACQUISITION	WY SUBLETTE	.000

Legal:
T 28N R 112W Sec 36
NW/4NW/4
R-O-W FOR HAUL ROAD AGREEMENT

Lease Number: 49-0000905/SUR Status: ACTIVE Recorded: UNRECORDED
Lease Date: 02/18/1985 Lessor: USA BLM W-87735
Expire Date: 02/18/2099 Lessee: ENERGETICS OPERATING COMPANY

Tract	PROSPECT	St County	Gross Acres
1	EQUITABLE ACQUISITION	WY SUBLETTE	.000

Legal:
T 28N R 112W Sec 25
LOTS 1, 3, 6, SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4
ROAD ACCESS TO THE YOSE CATTLE CO. 40-35
T 28N R 112W Sec 35
LOT 1, SE/4NE/4
ROAD ACCESS TO THE YOSE CATTLE CO. 40-35

***The assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the Yose Cattle Company #40-35 well, located in Section 35-T28N-R112W.**

[redacted] [redacted] [redacted]

Dry Piney Unit
LCN 812029

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

ASSIGNMENT AND BILL OF SALE

PHILLIPS PETROLEUM COMPANY ("Phillips"), a Delaware corporation, whose address is P. O. Box 1967, Houston, Texas 77251, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey, and assign unto

P.O. & G RESOURCES - TEXAS, L.L.C., whose address is
924 SHANNON MEADOW TRAIL
CEDAR PARK, TX 78613,

hereinafter referred to as "Assignee", all of Phillips' right, title and interest in and to the following (hereinafter collectively referred to as the "Assigned Assets"):

a) the oil and gas leases described in Exhibit "A" insofar as same cover and pertain to the acreage and depths specifically described in said Exhibit,

b) all permits, licenses, easements, surface leases and rights of way of every kind as may be assignable relating solely and exclusively to operations conducted on the leases,

c) any contracts as may be assignable, including, but not limited to, unit agreements, joint operating agreements, farmout and farmin agreements, pooling agreements, gas contracts, and other validly existing agreements, whether of record or not, insofar as same pertain to operations conducted on the leases and/or production therefrom, save and except Phillips shall retain any calls on production reserved or created under any such contracts or agreements, and

d) the wells, equipment and personal property (excepting any vehicles, tools, rental equipment, communications equipment and computer software) located on and used solely and exclusively for operations on the leases.

RECORDED Aug. 9 1999 2:25 PM
IN BOOK 112046 PAGE 19
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cheryl Scott

274416

Sale 144/Lot 110.00

1

19

This Assignment is made and accepted upon the following terms and conditions:

1. Purchase and Sale.

a. Effective Date. This Assignment shall be effective on the 1st day of August, 1999, at 7:00 A.M., local time, for all purposes including apportionments of revenue, expenses and production, hereinafter referred to as the "Effective Date", regardless of the date of execution.

b. Right to Production. The right to production from the Assigned Assets shall pass from Phillips to Assignee as of the Effective Date. Phillips shall retain ownership and be entitled to all proceeds from the sale of oil and plant products in tanks and storage facilities above the pipeline connections prior to the Effective Date. Assignee agrees to reimburse Phillips for the value of any and all merchantable stock tank oil and/or condensate above pipeline connections produced and saved as of 7:00 a.m. on the Effective Date hereof, at the prevailing market value, adjusted for grade and gravity. At 7:00 a.m. on the Effective Date hereof, Assignee and Phillips shall make a joint gas sales meter reading and a joint oil and/or condensate sales meter reading. If Assignee does not participate in taking such readings, Assignee agrees to accept the reading taken by Phillips.

c. Reservations. Phillips hereby reserves unto itself and its successors and assigns concurrent interests in any and all applicable easements, rights-of-way, contracts and other rights relating to any reserved interests, whether deep rights or otherwise, necessary or convenient to the possession, exploration, production, operation and enjoyment of any such reserved interests. Phillips also reserves the right to drill and/or produce through the assigned leasehold to reach and/or produce formations and depths excluded from this assignment. Phillips additionally reserves unto itself all right, title and interest in and to easements, rights of way or surface leases which are not directly associated with operation of Assigned Assets.

2. No Warranties.

a. Title. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESSED OR IMPLIED.

b. Reservoir Performance. PHILLIPS DOES NOT WARRANT THE RESERVOIR PERFORMANCE.

c. Equipment. PHILLIPS DOES NOT WARRANT THE MERCHANTABILITY,

CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY OF THE ASSIGNED ASSETS, INCLUDING THE LEASEHOLD EQUIPMENT, MATERIAL OR PERSONAL PROPERTY, ANY SUCH WARRANTY BEING EXPRESSLY DENIED. ASSIGNEE, BY EXECUTING THIS ASSIGNMENT, AGREES TO ACCEPT THE SAME "AS IS" AND "WHERE IS" AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.

d. Information. Assignee acknowledges that it has had a reasonable opportunity to examine title, including all agreements affecting the Assigned Assets. PHILLIPS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION IN ITS LEASE AND WELL FILES AS TO ACCURACY, COMPLETENESS OR USEFULNESS FOR TITLE EXAMINATION, FOR EVALUATION OF THE WORTH OR CONDITION OF THE ASSIGNED ASSETS, OR FOR ANY OTHER PURPOSE.

3. Representations.

a. Qualification of Assignee. Assignee represents and warrants that it is now, and hereafter shall continue to be, qualified to own Federal and State oil, gas and mineral leases in all jurisdictions where the Assigned Assets lie and that consummation of this transaction will not cause Assignee to be disqualified as an owner or to exceed any acreage limitation imposed by any law, statute, rule or regulation.

b. Inspection. Assignee agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property and the environmental condition of the leases, wells, equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with and accepts such condition as is and Assignee assumes all risk and liability incident to the condition and use thereof and Phillips shall have no further obligation with respect thereto.

4. Operations.

a. Liability. Assignee assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets on and after the Effective Date and agrees to indemnify, defend and hold Phillips harmless from all liabilities, penalties, claims, causes of action, demands, lawsuits, and expenses that occur on or after said date.

b. Abandonment of Wells. Assignee agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and restoration as specified in the oil and gas leases identified in Exhibit "A" or as required by law or rules. Assignee agrees to protect, defend, indemnify and hold Phillips 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 the Assigned Assets, including leases, structures (if any), materials, land, wells, casing, leasehold equipment, and personal property, plugging requirements or exceptions thereto, including bonding requirements, or related in any manner to Assignee's or other party(s)' operations on said leases and said land, after the Effective Date hereof. Further, Assignee agrees to indemnify and hold Phillips harmless from any and all surface or subsurface restoration, well abandonments or other similar obligations pertaining to the wells assigned herein.

c. Environmental Issues. The Assigned Assets have been utilized by Phillips for the purpose of exploration, development, processing, temporary storage, and transportation of oil, gas, and/or condensate. Assignee acknowledges and accepts that information, to the best of Phillips' knowledge, regarding any substantial quantity of crude oil and produced water which may have been spilled or disposed of on-site and the locations thereof, including pit closures, burial, land farming, land spreading, and underground injection has been made available to Assignee prior to Closing, provided that Phillips shall not be liable for unintentional failure to disclose such information and shall not be required to provide information which is a matter of public record or filed with governmental agencies. Assignee acknowledges that there may have been spills of these materials in the past onto the Assets described herein. In addition, some oil field equipment may contain asbestos and/or Naturally Occurring Radioactive Material (hereinafter referred to as "NORM"). In this regard, Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms, and that said wells, material and equipment located on the property described herein may contain NORM and that NORM-containing material may be buried or otherwise disposed of on the property. Assignee also expressly understands that special procedures may be required for the removal and disposal

of asbestos and NORM from the equipment where it may be found and Assignee agrees to assume all liability for such asbestos and NORM and for use of appropriate procedures and activities required to handle and dispose of same.

Assignee assumes full responsibility for, and agrees to indemnify, hold harmless and defend Phillips, its agents, officers, and employees from and against all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses) and causes of action caused by or arising out of any federal, state or local laws, rules, orders and regulations applicable to any waste material or hazardous substances on or included with the Assigned Assets or the presence, disposal, release or threatened release of all waste material or hazardous substance from the Assets into the atmosphere or into or upon land or any water course or body of water (including ground water) WHETHER OR NOT ATTRIBUTABLE TO PHILLIPS' ACTIVITIES OR NEGLIGENCE OR THE ACTIVITIES OR NEGLIGENCE OF PHILLIPS' OFFICERS, EMPLOYEES OR AGENTS, OR TO THE ACTIVITIES OF THIRD PARTIES (regardless of whether or not Phillips was or is aware of such activities) prior to, during or after the period of Phillips' ownership of the Assigned Assets. This Indemnification and Assumption shall apply to liability for voluntary environmental response actions undertaken pursuant either to the comprehensive Environmental Response Compensation and Liability Act (CERCLA) or to any other federal, state or local law and shall control and take precedence to the extent of any conflict or claimed conflict with any other provision of this Assignment.

5. Accounting.

a. Post-Closing. Within 120 days after the Effective Date, Phillips shall forward a post-closing statement to Assignee to account for any production proceeds, net of all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Assigned Assets from the Effective Date to and including the date of transfer. Any sums which may be due either party shall be paid one party to the other as may be appropriate, promptly after receipt of the post-closing statement.

b. Taxes. Phillips will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production that occurred prior to the Effective Date.

Assignee will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Date. Whichever party receives said tax statements shall pay such taxes prior to delinquency and the other party hereto agrees to reimburse the paying party its pro rata share thereof promptly upon receipt of an invoice accompanied by evidence of such payment. Assignee shall pay all applicable state, county, municipality or government sales or use taxes on the leasehold, equipment, material or personal property located thereon.

c. Gas Contracts. This Assignment is made subject to any gas purchase contracts now in existence which affect the assigned leasehold. Assignee hereby assumes any and all liability, obligation for and/or benefit from all gas imbalances (whether over or under) attributable to the assigned leasehold as of the Effective Date.

d. Existing Agreements/Burdens. Assignee assumes and shall perform all duties, liabilities, and obligations relating to the Assigned Assets, including, but not limited to, those imposed by any applicable contracts and agreements (including oil and gas leases, operating agreements, easements and pooling agreements) and any burdens (including, but not limited to, any production payments, royalties, overriding royalties, and net profits interests). Assignor does not warrant or represent that Assignee is or will become operator of any well or portion of the Assets which are subject to an operating agreement. Assignee agrees that it will, to the extent permitted by applicable agreements and law, immediately undertake to obtain unconditional approval from all regulatory agencies or lessors to succeed Assignor as operator of all and every part of the Assigned Assets and to assume full responsibilities therefor, and will file all bonds, requests, letters of credit, and forms necessary or helpful for designation of Assignee as operator of such Assets.

e. Suspended Funds. Phillips hereby transfers to Assignee possession, responsibility and liability for the management, administration and disbursement of all suspended funds attributable to interests of third parties and accrued by Phillips, for any reason, pursuant to Phillips' disbursement of proceeds from the sale of production from the assigned leasehold to the extent such funds are attributable to production sold prior to the Effective Date. Phillips shall deliver to Assignee, as soon as practical after closing a copy of Phillips' records and files that relate to these Suspended Funds.

6. Miscellaneous.

a. Records. Phillips shall deliver to Assignee copies of lease files, division order files, title files, abstracts, supplemental abstracts and certificates of title, surveys, agreements, contracts, and other similar materials relating to operation or ownership of the Assigned Assets (except papers protected by the attorney-client privilege or attorney work product or proprietary data, which includes but is not limited to interpretive geological and/or geophysical information, economic analyses, patents and trade secrets, offers to purchase, and any document or data protected by third party confidentiality agreements). Assignee shall keep true and correct books and records pertaining to the Assigned Assets. Phillips shall have reasonable access to such materials for purpose of audit and determining compliance with any joint operating agreements in place as of the Effective Date, or where, in the opinion of Phillips' counsel, access is required by law or necessary to Phillips' defense or prosecution of legal actions.

b. Removal of Signs. In the case of properties operated by Phillips, Assignee agrees to permanently remove Phillips' name, trademark and telephone number from the lease sign located on the assigned leasehold within fifteen (15) working days after the Effective Date hereof. In the event Assignee fails to do so, Phillips representatives shall have the right to remove said lease sign from the assigned leasehold.

IN WITNESS WHEREOF, this Assignment is executed this 21st day of July, 1999.

PHILLIPS PETROLEUM COMPANY, ASSIGNOR

By: _____
Mark A. Amelunke, Attorney-in-Fact

P.O. & G. RESOURCES-TEXAS L.L.C. ASSIGNEE

By: _____
Name: JAMES F. PEEL CO
Title: MANAGER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 21st day of July, 1999, before me personally appeared Mark A. Amelunke, to me personally known, who being by me duly sworn, did say that he is the Attorney-in-Fact of Phillips Petroleum Company, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that he acknowledged the said instrument to be the free act and deed of the Corporation.

JANET LYNN GAIDOSIK
Notary Public, State of Texas
My Commission Expires
JAN. 11, 2001

Janet Lynn Gaidosik
Notary Public

Corporate Acknowledgement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 21st day of July, 1999, before me personally appeared James F. Pfeifer, to me personally known, who being by me duly sworn, did say that he is the Manager of PD&G Resources-Texas L.L.C., a ~~corporation~~, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that he acknowledged the said instrument to be the free act and deed of the Corporation.

Sheri Kelly Horne
Notary Public

SHERI KELLY HORNE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 12, 2000

Individual Acknowledgement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 21, 1999 by _____.

_____
Notary Public

EXHIBIT "A"
STATE OF WYOMING, COUNTY OF SUBLETTE

LEASE NO.	LESSOR LESSEE	LEASE DATE VOL/PG	LEGAL DESCRIPTION
085434 A01 L10286	USA W 034930 GLADYS TAYLOR	10/01/50	SEC 22 T27N R114W NE/4NE/4 SEC 23 T27N R114W N/2NW/4, N/2S/2NW/4, W/2NW/4NE/4, S/2S/2NW/4, E/2NW/4NE/4
088682 A01 L10429	USA W 034924 EDITH M HEGWER	04/01/51	SEC 23 T27N R114W SW/4NE/4

THE ABOVE DESCRIBED LEASES ARE SUBJECT TO, BUT NOT LIMITED TO , THE FOLLOWING:

1. UNIT OPERATING AGREEMENT DATED APRIL 30, 1957, BETWEEN WEXPRO COMPANY AND PHILLIPS PETROLEUM COMPANY ET AL

2. UNIT AGREEMENT DATED APRIL 15, 1957, EFFECTIVE JULY 19, 1957 BETWEEN WEXPRO COMPANY AND PHILLIPS PETROLEUM COMPANY ET AL

LOT 110.00
LCN 812029
Dry Piney Unit

Well Name: Bird Canyon-Federal 1-23
Bird Canyon-Federal 2-23
Bird Canyon 3-14

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

RECORDED Aug. 9 1999 2:35 PM
IN BOOK 112 046 PAGE 28
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisto

STATE OF WYOMING

COUNTY OF SUBLETTE

274417

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and PRIDE ENERGY COMPANY ("Assignee(s)"), with a place of business at AN OKLAHOMA GENERAL PARTNERSHIP P.O. BOX 701602, TULSA, OK 74136 is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

Corporate Secretary

Cabot Oil & Gas Corporation

By:
Name: J. M. Trimble
Title: Senior Vice President

Attest: X_____

By: John W. Pride
Title: Secretary

WITNESS (

_____

_____

Witness: X_____

ASSIGNEE:

PRIDE ENERGY COMPANY, AN OKLAHOMA GENERAL PARTNERSHIP
TAX ID: 73-1420240

X_____

By: Pride Energy Co., Inc.
Title: General Partner
By: Matthew L. Pride
Title: President

P.O. Box 701602
Tulsa, OK 74170-1602

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999, before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public - Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF Texas

COUNTY OF Harris

Acknowledged on this 21 day of July, in the year 1999, before me personally came Matthew L. Pride, to me known, who by me duly sworn, did depose and say that he is the President of Pride Energy Co. Inc, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

CARRIE CALAHAN
Notary Public, State of Texas
My Commission Expires
December 04, 2001

Carrie Calahan
Notary Public

My Commission Expires:

PR99.doc)

EXHIBIT "A"

BIRD CANYON FEDERAL #1-23 – 490076001
BIRD CANYON FEDERAL #2-23 – 490076002
BIRD CANYON FEDERAL #3-23 - 490076003

Lease Number: 49-0000658 Status: ACTIVE Recorded: BK 54 PG 375
Lease Date: 06/01/1976 Lessor: USA W-54913
Expire Date: 05/31/1983 Lessee: RAINBOW RESOURCES INC

Tract	PROSPECT	St County	Gross Acres
1	BIRD CANYON	WY SUBLETTE	320.000

Legal:
T 27N R 112W Sec 14 QQ S2 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 8693'
DEPTH B: BELOW 8693' & RECORD TITLE

Lease Number: 49-0000659 Status: ACTIVE Recorded: BK 54 PG 368
Lease Date: 06/01/1976 Lessor: USA W-54914
Expire Date: 05/31/1981 Lessee: RAINBOW RESOURCES INC

Tract	PROSPECT	St County	Gross Acres
1	BIRD CANYON	WY SUBLETTE	320.000

Legal:
T 27N R 112W Sec 23 QQ W2 6TH PRINCIPAL 1855
DEPTH A: SURFACE TO 8693'

Lease Number: 49-0000660 Status: ACTIVE Recorded: BK 59 PG 85
Lease Date: 01/01/1978 Lessor: USA W-61473
Expire Date: 12/31/1982 Lessee: RAINBOW RESOURCES INC

Tract	PROSPECT	St County	Gross Acres
1	BIRD CANYON	WY SUBLETTE	80.000

Legal:
T 27N R 112W Sec 23 QQ S2SE 6TH PRINCIPAL 1855

2	BIRD CANYON	WY SUBLETTE	120.000

Legal:
T 27N R 112W Sec 24 QQ E2SW 6TH PRINCIPAL 1855
T 27N R 112W Sec 24 QQ SENW 6TH PRINCIPAL 1855

***The assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the Bird Canyon Federal #1 & 2-23 wells, located in Sections 23 & 24-T27N-R112W and the Bird Canyon #3-14 well, located in Section 14-T27N-R112W.**

BIRDCANYON.DOC 06/23/99 10:41 AM

Well Name: Fogerty Creek 10-8
Fogerty Creek 1-32

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

274418

RECORDED Aug. 9 1999 2:25p M
IN BOOK 1120+6 PAGE 34
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and PRIDE ENERGY COMPANY AN OKLAHOMA GENERAL PARTNERSHIP P.O. BOX 701602, TULSA, OK 74136 ("Assignee(s)"), with a place of business at _____ is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

/44/ Lot Number: 113.00 and 113.01

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST: Lisa A. Mahoney
Corporate Secretary

Cabot Oil & Gas Corporation

By: J. M. Trimble
Name: J. M. Trimble
Title: Senior Vice President

WITNESS

Attest: X John W. Pride

By: John W. Pride
Title: Secretary

Witness: X_____

ASSIGNEE:
PRIDE ENERGY COMPANY, AN OKLAHOMA GENERAL PARTNERSHIP
TAX ID: 73-1420240

X Matthew L. Pride
By: Pride Energy Co., Inc.
Title: General Partner
By: Matthew L. Pride
Title: President

P.O. Box 701602
Tulsa, OK 74170-1602

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999, before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public – Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF Texas

COUNTY OF Harris

Acknowledged on this 21 day of July, in the year 1999 before me personally came Matthew L. Pride, to me known, who by me duly sworn, did depose and say that he is the President of Pride Energy Co. Inc., a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

CARRIE CALAHAN
Notary Public, State of Texas
My Commission Expires
December 04, 2001

Carrie Calahan
Notary Public

My Commission Expires:

PR99.doc)

EXHIBIT "A"

FOGARTY CREEK #10-8 – 490208001 ***see last page for limitation**

Lease Number: 49-0000917 Status: ACTIVE Recorded: UNRECORDED
Lease Date: 11/14/1967 Lessor: USA W-9578
Expire Date: 11/30/2099 Lessee: JOHN P. ELLBOGEN

Tract	PROSPECT	St	County	Gross Acres
1	EQUITABLE ACQUISITION	WY	SUBLETTE	1,500.690

Legal:

T 28N R 114W Sec 3 Lot 7 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 5 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 Lot 5 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 10 QQ NW 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 9 QQ N2 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 8 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 9 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 10 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 15 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 16 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 17 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 3 Lot 18 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 6 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 7 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 8 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 9 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'

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EXHIBIT "A"

FOGARTY CREEK #10-8 – 490208001

T 28N R 114W Sec 4 Lot 10 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 11 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 12 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 13 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 14 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 19 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 4 Lot 20 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 Lot 6 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 Lot 13 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 Lot 20 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 QQ S2NE 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'
T 28N R 114W Sec 5 QQ NWSE 6TH PRINCIPAL 1855
DEPTH A: SURF - 8838'

2 EQUITABLE ACQUISITION WY SUBLETTE 160.000

Legal:
T 28N R 114W Sec 4 Lot 15 6TH PRINCIPAL 1855
FROM 8,838' - 9,630'
T 28N R 114W Sec 4 Lot 16 6TH PRINCIPAL 1855
FROM 8838'-9630'
T 28N R 114W Sec 4 Lot 17 6TH PRINCIPAL 1855
FROM 8838'-9630'
T 28N R 114W Sec 4 Lot 18 6TH PRINCIPAL 1855
FROM 8838'-9630'

Qh

EXHIBIT "A"

FOGARTY CREEK #1-32 – 490208002

Lease Number:	49-0000907	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	02/20/1969	Lessor:	USA W-17208		
Expire Date:	02/28/2099	Lessee:	EDNA M. JONES		

Tract	PROSPECT	St	County	Gross Acres
1	EQUITABLE ACQUISITION	WY	LINCOLN	180.420

Legal:

T 28N R 114W Sec 32 Lot 16 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 17 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 18 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 19 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 20 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'

Lease Number:	49-0000916	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	05/19/1965	Lessor:	USA W-0317227-A		
Expire Date:	05/31/2099	Lessee:	R. J. ACKERMAN		

Tract	PROSPECT	St	County	Gross Acres
1	EQUITABLE ACQUISITION	WY	SUBLETTE	230.000

Legal:

T 28N R 114W Sec 33 QQ NW 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 33 QQ N2NWSW 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 33 QQ SWNWSW 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 33 QQ NESW 6TH PRINCIPAL 1855
SURF TO 8,850'

EXHIBIT "A"

FOGARTY CREEK #1-32 – 490208002

Lease Number:	49-0000907	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	02/20/1969	Lessor:	USA W-17208		
Expire Date:	02/28/2099	Lessee:	EDNA M. JONES		

Tract	PROSPECT	St	County	Gross Acres
1	EQUITABLE ACQUISITION	WY	LINCOLN	180.420

Legal:
T 28N R 114W Sec 32 Lot 17 6TH PRINCIPAL 1855
NE/4
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 18 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 19 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'
T 28N R 114W Sec 32 Lot 20 6TH PRINCIPAL 1855
DEPTH A: SURF - 8,950'

Lease Number:	49-0000908	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	05/19/1965	Lessor:	USA BLM W-0317229		
Expire Date:	06/01/2099	Lessee:	ALLEN R. TRUE		

Tract	PROSPECT	St	County	Gross Acres
1	EQUITABLE ACQUISITION	WY	SUBLETTE	676.330

Legal:
T 29N R 114W Sec 32 Lot 8 6TH PRINCIPAL 1855
S/2
SURF TO 8,850'
T 29N R 114W Sec 32 Lot 9 6TH PRINCIPAL 1855
ALL
SURF TO 8,850'
T 29N R 114W Sec 32 Lot 10 6TH PRINCIPAL 1855
S/2
SURF TO 8,850'

Lease Number:	49-0000915	Status:	ACTIVE	Recorded:	UNRECORDED
Lease Date:	05/19/1965	Lessor:	USA BLM W-0317228		
Expire Date:	05/31/2099	Lessee:	CATHERINE R. WHITE		

Tract	PROSPECT	St	County	Gross Acres

EXHIBIT "A"

FOGARTY CREEK #1-32 – 490208002

1 EQUITABLE ACQUISITION WY SUBLETTE 259.370

Legal:

T 28N R 114W Sec 28 QQ E2NW 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 32 Lot 11 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 32 Lot 12 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 32 Lot 13 6TH PRINCIPAL 1855
SURF TO 8,850'
T 28N R 114W Sec 32 Lot 14 6TH PRINCIPAL 1855
SE/4
SURF TO 8,850'

Lease Number: 49-0000916 Status: ACTIVE Recorded: UNRECORDED
Lease Date: 05/19/1965 Lessor: USA W-0317227-A
Expire Date: 05/31/2099 Lessee: R. J. ACKERMAN

Tract	PROSPECT	St County	Gross Acres
1	EQUITABLE ACQUISITION	WY SUBLETTE	230.000

Legal:

T 28N R 114W Sec 33 QQ SWNWSW 6TH PRINCIPAL 1855
SURF TO 8,850'

***The Assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the Fogarty Creek #10-8 well, located in the NE/4NW/4 of Section 8-T28N-R114W and the Fogarty Creek #1-32 well, located in Lot 19 of Section 32-T28N-R114W.**

MINERAL DEED AND ASSIGNMENT OF LEASES AND OVERRIDING ROYALTIES

Wynn-Crosby Royalty Company, a Texas corporation ("Assignor"), 5500 West Plano Parkway, Suite 200, Plano, Texas 75093, for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which hereby acknowledged and subject to the terms and conditions hereof, has GRANTED, TRANSFERRED, ASSIGNED AND CONVEYED, and by these presents does GRANT, TRANSFER, ASSIGN and CONVEY, unto the following named ASSIGNEES:

HEADINGTON OIL COMPANY, L.P., A Texas Limited Partnership 7557 Rambler Road Suite 1100 Dallas, Texas 75231	50%
WILDCARD FAMILY LIMITED PARTNERSHIP A Texas Limited Partnership 5500 W. Plano Parkway, Suite 200 Plano, TX 75093	50%
	100%

PLEASE RETURN TO:
Wynn-Crosby Energy, Inc.
5500 W Plano Pkwy Ste 200
Plano, TX 75093

(a) the mineral, royalty, leasehold estate and/or overriding royalty interests in the oil, gas and other minerals in, under or produced, saved and sold from the lands described in or covered by the deeds, assignments, oil and gas leases, or other instruments described on Exhibit "A" (collectively referred to as the "*Leases*"), subject to the exceptions and/or limitations set forth thereon; and

(b) The oil, natural gas liquids or condensate inventory in respect of the Leases, including "*line fill*" and inventory below the pipeline connection in tanks as of January 1, 1999 (the "*Effective Date*").

Assignor 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 Assignment.

Assignor makes no representations or warranties of any kind to the interests assigned hereby other than a warranty of title against claims of third parties claiming the same or any part thereof by, through or under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor 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.

274529

RECORDED Aug 17 1999 10:45A M
IN BOOK 112 OFG PAGE 44
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patty Bolton

[redacted] [redacted] [redacted]

This Assignment is made and delivered subject to that certain Purchase and Sale Agreement between Presidio Exploration, Inc. and Wynn-Crosby Royalty Company dated June 21, 1993.

EXECUTED this 15th day of July, 1999, effective for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST: **WYNN-CROSBY ROYALTY COMPANY**

By: _____
Russell L. Harlow
Assistant Secretary

By: _____
Ronald W. Crosby
President

ASSIGNEE:

ATTEST **HEADINGTON OIL COMPANY, L.P.**
BY: HEADINGTON PETROLEUM, L.L.C.,
as General Partner

By: _____

By: _____
Brooks Purnell, Vice President

ASSIGNEE:

ATTEST **WILDCARD FAMILY LIMITED PARTNERSHIP**
BY: WILDCARD OIL & GAS COMPANY

By: _____
Russell L. Harlow
Assistant Secretary

By: _____
Ronald W. Crosby
President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of July, 1999 by **Ronald W. Crosby, President of Wynn-Crosby Royalty Company** on behalf of said Corporation.

Kathlyn C Zahniser
Notary Public

KATHLYN C. ZAHNISER
Notary Public, State of Texas
My Comm. Expires 12-4-2000

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 23 day of July, 1999 by **Brooks Purnell, Vice President of Headington Petroleum, L.L.C.** ~~on behalf of said Corporation~~, General Partner of the named limited-partnership.

Mary Danford
Notary Public

MARY DANFORD
Notary Public, State of Texas
My Commission Expires 04-26-01

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of July, 1999 by **Ronald W. Crosby, President of Wildcard Oil & Gas Company** on behalf of said Corporation.

Kathlyn C Zahniser
Notary Public

KATHLYN C. ZAHNISER
Notary Public, State of Texas
My Comm. Expires 12-4-2000

EXHIBIT A
to that Mineral Deed and Assignment
of Leases and Overriding Royalties
between Wynn-Crosby Royalty Company, as Assignor
Headington Oil Company L.P. and Wildcard Family Limited Partnership, as Assignees

STATE: WYOMING
COUNTY: CROOK
PROSPECT: KUMMERFELD
WELL: KUMMERFELD UNIT

LESSOR/LESSEE	DATE	RECORDING DATA	DESCRIPTION
USA W-028700-A Robert R. Munoz	9/1/54	BK 58, PG 329	Section 29 T51N-R68W: SE/4,NW/4,N/2SW/4, SE/4SW/4

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EXHIBIT A
to that Mineral Deed and Assignment
of Leases and Overriding Royalties
between Wynn-Crosby Royalty Company, as Assignor
Headington Oil Company L.P. and Wildcard Family Limited Partnership, as Assignees

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: QUEBEC/FIGURE FOUR CANYON
WELL: FIGURE FOUR CYN #11-14

LESSOR/LESSEE	DATE	RECORDING DATA	DESCRIPTION
USA W-64986 BELCO Petroleum Corp.	10/1/78		Insofar and only insofar as the lease covers the lands desribed herein; T27N, R112W Section 14: NW/4 Section 11: S/2 Containing 480 acres, more or less, limited from the surface of the earth down to the stratigraphic equivalent of 8980' as found in Fed. #20-14 well located in the SW/4NE/4 of Sec. 14-27N-112W

84

274534

RECORDED Aug 17 1999 10:45A M
IN BOOK 112 Of6 PAGE 49
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Do not write above line - recorder use only

FORM 5064 (12-98)

RETURN TO Farm Credit Services of America
PREPARER: Cheryl Bickling

PO Box 900
Casper, WY 82602-0900

CTL 2: 300 CTL 3: 403 Customer No: 76550 Note No: 201

Farm Credit Services of America

ASSIGNMENT OF PROCEEDS OF OIL, GAS, OR MINERAL LEASE, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

WHEREAS, Aztec Energy Corporation, of San Antonio , State of Texas, (**Owner**) is the owner and holder of a certain oil, gas, gravel, rock, or other mineral, including geothermal resources, lease dated December 16, 1993, executed by High Mountain Ranches, Inc., of Norwalk , State of Connecticut , as **Lessor**(s) to Starwood, Inc. and then assigned to Aztec Energy Corporation, of San Antonio, State of Texas and Extension/Top Lease of Oil and Gas Lease dated May 21, 1999, executed by Rimfire Ranch, LLC, of Encampment, State of Wyoming, as Lessor(s) to Aztec Energy Corporation, of San Antonio, State of Texas, (named therein as **Lessee**) upon the following described real estate in Sublette County, Wyoming:

	Sec.	Twp.	Rg.
SW ¼ and SW ¼ SE ¼ NW ¼ NW ¼ SW ¼; N ½ SW 1/3; SE ¼ SE ¼ SW ¼; N ½ SW 1/3; and SW ¼ NW ¼ NE ¼ NE ¼; E ½ NE ¼; SW ¼ NE ¼; and N ½ SE ¼ All in	22 25 26 27 28	32N	111 W 6th P.M.
A tract of land in SE ¼ SW ¼ described in M & B in BK 6 of Warranty Deeds, pg. 306	1		
A tract of land in NE ¼ NW ¼ described in M & B in BK 6 of Warranty Deeds, pg. 306	12		
SW ¼	11		
N ½ NW ¼ and SW ¼ NW ¼	14		
NW ¼ & SE ¼ NE ¼ All in	15	31N	111 W 6th P.M.

Said lease being recorded in Book 101 , Page 259 of the records of said County; and

WHEREAS, Farm Credit Services of America, FLCA (Lender), Omaha, Nebraska, a corporation, is the owner and holder of a mortgage(s)/trust deed(s) on all or part of the above-described real estate executed by John G. Andrikopoulos and Judy K. Andrikopoulos, husband and wife and Shaun G. Andrikopoulos and Beatriz V. Iriondo, husband and wife (Mortgagor/Trustor) dated April 23, 1998, recorded in Book 71, Page 296 of the real estate records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described land and as additional security for the payment of the note(s) secured by the mortgage/trust deed, the undersigned, and each of them, do hereby represent that they are the sole and only owners of the above-described property subject to the mortgage/trust deed and do hereby assign, transfer, and convey to Lender all rents, royalties, bonuses, payments, damages, and delay moneys due or to become due in accordance with the provisions of the lease, under the following terms and conditions:

1. All sums payable under the above-described lease will be paid to the parties entitled thereto according to the terms of the lease without reference to this assignment until such time as Lender shall notify the owner of the lease (as shown in the "Acceptance of Notice of Assignment") in writing, requesting payment to Lender; and the undersigned hereby authorizes and directs the owner of the lease, upon receipt of such notice, to make payment of all such amounts to Lender in lieu of payment to the undersigned or a deposit thereof as provided in the lease or otherwise.
2. All of the amounts when received by Lender will be applied, at the option of Lender, in such proportions as Lender, in its sole discretion, may deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due. Lender, at its option, may deliver part or all of said amounts to Mortgagor(s)/Trustor(s) and/or other parties entitled thereto, without prejudice to take and retain any future amount(s), and without prejudice to any of its other rights under this or any other instrument(s) in connection with the loan.
3. This assignment will be binding upon the heirs, successors, and assigns of all parties hereto. Upon payment in full of the mortgage/trust deed this assignment will become inoperative and void. A satisfaction or release of the mortgage/trust deed will have the same force and effect as a full and complete release and a reassignment by separate instrument of any interest acquired hereunder.

Dated: 6/11/99

(This assignment, to be valid and binding on Lender, must be signed by all present owners of the real estate, junior lienholders, and all parties personally liable on the loan.)

John G. Andrikopoulos

Judy K. Andrikopoulos

Shaun G. Andrikopoulos

Beatriz V. Iriondo

INDIVIDUAL BORROWER ACKNOWLEDGMENT

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

On this 11th day of June, 1999, before me, a Notary Public, personally appeared John G. Andrikopoulos and Judy K. Andrikopoulos to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

Susan Gulbrandson

My commission expires 2/21/2003.

Notary Public in and for said County and State

Susan Gulbrandson Notary Public
County of State of
My Commission Expires: Feb. 21, 2003

INDIVIDUAL BORROWER ACKNOWLEDGMENT

Susan Gulbrandson Notary Public
County of Sublette State of Wyoming
My Commission Expires: Feb. 21, 2003

STATE OF California)
) ss
COUNTY OF San Francisco)

On this 26 day of JUNE 1999, before me, a Notary Public, personally appeared Shaun G. Andrikopoulos and Beatriz V. Iriondo to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

GERALD PROTZ
Commission # 1190317
Notary Public - California
San Francisco County
My Comm. Expires Aug 14, 2002

(SEAL)

My commission expires 14 Aug 2002

Gerald Protz

Notary Public in and for said County and State

GERALD PROTZ
Commission # 1190317
Notary Public - California
San Francisco County
My Comm. Expires Aug 14, 2002

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, owner of the lease, or the person being properly authorized to act on behalf of all owner of the lease, referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; payment of any and all amounts due or to become due in connection with the lease shall be made in accordance with the provisions of the assignment.

Chrissy C. Vance

CORPORATE BORROWER ACKNOWLEDGMENT (NO SEAL)

STATE OF Texas)
) ss
COUNTY OF Bexar)

On this 23 day of July, 1999, before me, a Notary Public, personally appeared Chrissy C. Vance to me known to be the person named in and who executed the foregoing instrument, who did say that he/she is Vice President of the corporation; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and by it and by him/her voluntarily executed.

(SEAL)

My commission expires July 1, 2002

Notary Public in and for said County and State

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

254945

LARAMIE COUNTY CLERK
CHEYENNE, WY.

1999 JUN 24 PM 4:32

ASSIGNMENT OF OVERRIDING ROYALTY

For adequate and sufficient consideration, Gale O. Kelly and Patsy R. Kelly, of P. O. Box 2097, Cheyenne, WY 82003, do hereby assign, transfer and convey to Gale O. Kelly and Patsy R. Kelly, Trustees and successors in trust of the KELLY REVOCABLE TRUST dated June 21, 1999, all their right, title and interest in and to the properties or interests in properties listed hereinafter, on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

DATED this 24th day of June, 1999.

Gale O. Kelly

Patsy R. Kelly

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Gale O. Kelly and Patsy R. Kelly this 24th day of June, 1999.

Witness my hand and official seal.

Notary Public

PAT MORGAN NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 24, 2001

SEAL

274548

RECORDED Aug. 0 1999 10:45A M
IN BOOK 112 OR6 PAGE 51
FEES $5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING
LARAMIE COUNTY

I hereby certify that this is a true and complete copy of the documents filed in the office and admitted to record on 6-24-99, Reception 254945
in Book 1525, Page(s) 347-372
Date 7-2-99 Debra K. Lathrop Laramie County Clerk
BY Susan Rivera, Deputy

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

BIG HORN COUNTY, WYOMING

W-34873
T 49N, R 93W
Sec. 17: NESW, SE
200.0 Acres

W-34874
T 49N, R 93W
Sec. 17: SWSW
Sec. 20: W2W2
200.0 Acres

W-34887
T 49N, R 94W
Sec. 13: S2
Sec. 24: N2N2
480.0 Acres

W-43193
T 49N, R 94W
Sec. 14: NESE, S2SE
120.0 Acres

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

CAMPBELL COUNTY, WYOMING

WY-ST-78-0769
T 57N, R 71W
Sec. 11: W2SE
80.0 Acres

W-49755
T 43N, R 75W
Sec. 6: Lots 10
T 43N, R 76W
Sec. 1: Lots 1, 2
Sec. 12: W2
441.92 Acres

W-36691
T 45N, R 75W
Sec. 18: Lots 6, 15
Sec: 19: Lots 6-18
Sec. 30: Lots 5-11, 14-20
Sec. 31: Lots 5-12, 15-18
1587.87 Acres

W-30185
T 41N, R 69W
Sec. 3: Lots 5-10
Sec. 4: Lots 5-9
Sec. 5: Lots 9, 12, 16, 17
Sec. 6: Lots 8, 9, 10, 15, 16, 17, 22, 23
Sec. 7: Lots 7-10, 15-18
Sec. 17: Lots 1-16
1860.01 Acres

W-42094
T 45N, R 75W
Sec. 20: Lots 6, 8-10
Sec. 29: Lots 1, 2, 7-9, 13-16
Sec. 32: Lots 1, 2, 4, 5
742.51 Acres

W-43056
T 46N, R 71W
Sec. 3: Lots 7
Sec. 10: Lots 3-5, 8-10
Sec. 13: Lots 5, 6
Sec. 14: Lots 2-4, 7-10, 15, 16
Sec. 15: Lots 1, 2
Sec. 23: Lots 5, 6
Sec. 24: Lots 3, 4
972.31 Acres

W-84540
T 53N, R 69W
Sec. 29: Lots 8, 9, 10, 15, 16
199.06 Acres

W-69675
T 53N, R 69W
Sec. 28: Lots 7, 10, 15
119.82 Acres

EXHIBIT "A"

KELLY REVOCABLE TRUST
(CAMPBELL COUNTY WYOMING – continued)

W-51882
T 51N, R 76W
Sec. 35: Lots 3-6, 9, 10, 15, 16
324.32 Acres

W-143698
T 51N, R 76W
Sec. 35: Lots 1, 2, 7, 8, 11-14
324.32 Acres

W-56952
T 44N, R 75W
Sec. 4: Lots 5, 6, 11, 12, THAT PT of MS 683 LYNG WITHIN S2NE
Sec. 5: Lots 9, 10, 15, 16
Sec. 6: Lots 13, 14
344.94 Acres

W-48676
T 53N, R 69W
Sec. 10: Lots 3, 4
78.71 Acres

W-30177
T 44N, R 68W
Sec. 32: E2NW, SWNW, SW (Weston County)
T 43N, R 69W
Sec. 2: Lots 5, 6, 10 - 13, 16, 17 (Campbell County)
Sec. 12: Lots 11 - 14
780.80 Acres

W-105067
T 43N, R 69W
Sec. 12: Lots 3, 4, 5, 6
168.44 Acres

WY-ST-73-39149
T 45 N, R 76 W
Sec. 16: S2, NW, E2NE
Sec. 21: NWNW
600.0 Acres

WY-ST-72-17325
T 47N, R 71W
Sec. 16: W2, SE, E2NE
Sec. 35: NWNE
600.0 Acres

WY-ST-68-2602
T 44N, R 75 W
Sec. 36: All
640.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

CARBON COUNTY, WYOMING

W-38446
T 19N, R 93W
Sec. 18: E2
Sec. 28: W2
Sec. 30: Lots 1-4, E2W2
Sec. 34: All
1590.40 Acres

W-37181
T 19N, R 92W
Sec. 18: Lots 1-6, E2, E2SW
617.71 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

CONVERSE COUNTY, WYOMING

W-16047
T 39N, R 74W
Sec. 10: S2N2
Sec. 23: SE
320.0 Acres

W-35689
T 36N, R 69W
Sec. 12: N2NE, SENE, NW, SWSE
Sec. 13: N2, SE
Sec. 28: S2NW
Sec. 32: NW
Sec. 33: SWNE, SESW, SE
Sec. 34: E2, SENW, SW
1800.0 Acres

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

LINCOLN COUNTY, WYOMING

W-40982
T 20N, R 112W
Sec. 4: Lots 1-4
34.23 Acres

W-88014
T 25N, R 111W
Sec. 30: Lots 13, 14, 19, 20
Sec. 31: Lots 2, 7-9, 12, 13, 18, 19
Sec. 32: Lots 3-6, 9, 10, 15, 16
800.81 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

PARK COUNTY, WYOMING

W-43824
T 48N, R 99W
Sec. 4: SWSW, S2SE
Sec. 5: SESE
Sec. 7: Lots 1-4, W2NE, SENE, E2W2, SE
Sec. 8: E2E2
Sec. 9: N2, SW, NESE, S2SE
1527.56 Acres

W-54755
T 48N, R 99W
Sec. 5: S2SW, SWSE
Sec. 6: Lots 6, 7, SESW, S2SE
325.95 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

SWEETWATER COUNTY, WYOMING

W-30398
T 24N, R 97W
Sec. 23: All
Sec. 26: All
Sec. 27: All
Sec. 28: All
2560.0 Acres

WY-ST-72-6133
T 19N, R 111W
Sec. 30: S2SE
80.0 Acres

W-59118
T 24N, R 95W
Sec. 19: Lots 1-4, E2, E2W2
T 24N, R 96W
Sec. 23: All
Sec. 24: All
1921.28 Acres

W-60702
T 24N, R 96W
Sec. 25: N2N2, SENE, N2S2, SESW, SESE
Sec. 26: N2, S2S2
920.0 Acres

W-21336
T 24N, R 95W
Sec. 17: All
Sec. 18: Lots 1-4, E2, E2W2
Sec. 20: All
1919.46 Acres

W-49317
T 20N, R 112W
Sec. 2: Lots 2-4, S2N2, S2
Sec. 12: N2N2
672.7 Acres

W-123927
T 20N, R 112W
Sec. 2: Lot 1
10.8 Acres

W-51330
T 24N, R 101W
Sec. 29: All
Sec. 32: Lots 1-4, N2, N2S2
1266.64 Acres

W-38063
T 23N, R 103W
Sec. 22: NENW, S2NW, SW
280.0 Acres

W-48090
T 20N, R 92W
Sec. 30: Lots 1-4, E2, E2W2
603.91 Acres

W-53092
T 25N, R 111W
Sec. 28: Lots 1-4
160.84 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

SUBLETTE COUNTY, WYOMING

W-78476
T 29N, R 114W
Sec. 9: N2
320.0 Acres

[redacted] [redacted] [redacted]

EXHIBIT "A"

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UINTA COUNTY, WYOMING

W-50516
T 13N, R 113W
Sec. 4: Lots 1-4, S2N2, S2
T 14N, R 113 W
Sec. 34: Lots 1-4
674.29 Acres

EXHIBIT "A"

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WESTON COUNTY, WYOMING

W-52941
T 46N, R 68W
Sec. 26: W2NE, SENW, E2SW, SE
360.0 Acres

W-139967
T 46N, R 68W
Sec. 3: Lots 1, 2, SWNE
Sec. 13: N2NE, E2W2, NWSW, SWSE
Sec. 21: N2S2, S2SW, SWSE
Sec. 22: S2
Sec. 23: W2E2, E2NW, W2SW
Sec. 24: NWNE, W2NW, NWSW, E2SE
Sec. 25: E2NE, E2SW, SE
Sec. 26: NENW, W2W2
2121.05 Acres

WY-ST-74-05362
T 45N, R 67W
Sec. 33: W2SW
80.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

BOWMAN COUNTY, NORTH DAKOTA

M-30426
T 131N, R 103W
Sec. 5: SE
T 131N, R 104W
Sec. 1: Lots 1-4, S2N2
480.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

GOLDEN VALLEY COUNTY, NORTH DAKOTA

M-64177
T 143N, R 103W
Sec. 22: NE
160.0 Acres

M-31045
T 140N, R 103W
Sec. 3: S2SE
Sec. 10: All
Sec. 11: All
Sec. 12: All
2000.0 Acres

EXHIBIT "A"

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BILLINGS COUNTY, NORTH DAKOTA

M-31256
T 144N, R 101W
Sec. 21: NWNE, S2NE, NW, S2
Sec. 22: SW
Sec. 23: SW
920.0 Acres

M-31247
T 141N, R 100W
Sec. 22: N2, NWSE
Sec. 26: SWNW
Sec. 28: SW
Sec. 29: SW
Sec. 32: NW
Sec. 33: NE, S2
Sec. 34: W2
1680.0 Acres

M-31259
T 141N, R 102W
Sec. 15: All
Sec. 33: NW, N2SE, SWSE
920.0 Acres

M-31835
T 142N, R 101W
Sec. 33: All
Sec. 35: W2
960.0 Acres

M-76200
T 142N, R 101W
Sec. 4: S2
Sec. 10: SWNE
Sec. 27: All
Sec. 28: SE
1160.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

MCKENZIE COUNTY, NORTH DAKOTA

M-32460
T 147N, R 98W
Sec. 24: NE
160.0 Acres

M-51629
T 147N, R 98W
Sec. 24: NESE, E2NW, NWSE, S2SE, W2NW, SW
Sec. 26: N2
Sec. 28: N2
Sec. 30: Lots 1-4, E2, E2W2
1739.2 Acres

M-32464
T 147N, R 98W
Sec. 13: SE
160.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

DEWEY COUNTY, OKLAHOMA

NM-27996
T 19N, R 14W
Sec. 3: SW
Sec. 4: S2NE
Sec. 10: NE
Sec. 11: Lots 4, 5, W2NW
Sec. 12: Lots 1, 2
548.79 Acres

NM-91567
T 19N, R 14W
Sec. 1: Lots 4, N2N2SW, SWNW
Sec. 4: S2NE
198.67 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

UINTA COUNTY, UTAH

U-34350
T 11S, R 20E
Sec. 3: S2
Sec. 9: N2
640.0 Acres

U-34346
T 8S, R 16E
Sec. 23: SE
Sec. 25: W2NW
Sec. 26: SW, N2SE
480.0 Acres

U-76560
T 8S, R 16E
Sec. 23: NE
160.0 Acres

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

LIBERTY COUNTY, MONTANA

MT-13288
T 37N, R 6E
Sec. 1: Lots 12, S2SE
Sec. 11: SWNE, NWSE, SESE
Sec. 12: N2NE, SWNE, NENW, NESW, S2SW, W2SE
Sec. 13: NWNW
Sec. 14: SWNE, NWNW, S2NW, N2SW, SWSW, NWSE
Sec. 15: NE, N2SE
T 37N, R 7E
Sec. 7: 2
1245.84 Acres

MT-13289
T 37N, R 6E
Sec. 10: SWSW
40.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

RIO BLANCA COUNTY, COLORADO

C-25625
T 3S, R 103W
Sec. 36: S2
T 4S, R 103W
Sec. 1: Lots 5-8
Sec. 21: E2NE
Sec. 22: NW, SW
609.34 Acres

C-26940
T 2S, R 104W
Sec. 12: W2SW
80.0 Acres

C-50114
T 2S, R 104W
Sec. 10: Lots 1-4
Sec. 11: All
Sec. 14: All
Sec. 15: Lots 1-5
1629.32 Acres

C-20630
T 6S, R 93W
Sec. 6: Lots 7, E2SW, SENW, SE
Sec. 7: Lots 4
T 6S, R 94W
Sec. 12: Lots 1, 2, 6-8
559.6 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

CARLSBAD COUNTY, NEW MEXICO

NM-19858
T 24S, R 33E
Sec. 25: W2W2
Sec. 26: All
Sec. 35: All
1440.0 Acres

NM-24490
T 25S, R 33E
Sec. 24: All
T 25S, R 34E
Sec. 18: Lots 1-4, E2, E2W2
Sec. 19: Lots 1-4, E2, E2W2
Sec. 30: Lots 1-3, E2NW, NESW
2156.96 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

EDDY COUNTY, NEW MEXICO

NM-3604
T 18S, R 25E
Sec. 5: NWSW
40.0 Acres

NM-22207
T 25S, R 24E
Sec. 27: All
Sec. 28: S2
Sec. 33: N2, N2S2, S2SE
Sec. 34: All
T 26S, R 24E
Sec. 3: Lots 1
2220.03 Acres

NM-0479142
T 22S, R 30E
Sec. 11: All
Sec. 12: N2, N2SW
1040.0 Acres

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

MCKINLEY COUNTY, NEW MEXICO

NM-17184
T 19N, R 5W
Sec. 12: W2
320.0 Acres

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

RIO ARRIBA COUNTY, NEW MEXICO

NM-27755
T 26N, R 1W
Sec. 32: SW
160.0 Acres

NM-59696
T 32N, R 4W
Sec. 15: W2
Sec. 22: All
Sec. 27: N2
Sec. 34: All
1920.0 Acres

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

ROSWELL COUNTY, NEW MEXICO

NM-31098
T 6S, R 26E
Sec. 24: All
Sec. 25: E2NE, NWNE, W2, S2SE
1160.0 Acres

75A

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDDING ROYALTY Dated June 22, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

SAN JUAN COUNTY, NEW MEXICO

NM-23233
T 24N, R 8W
Sec. 22: E2, NW
Sec. 33: NE, SW
800.0 Acres

NM-93774
T 24N, R 8W
Sec. 21: NE
160.0 Acres

[redacted] [redacted] [redacted]

EXTENSION OF LEASE TERM

WHEREAS, Enron Oil & Gas Company, is the owner and holder of an oil and gas lease insofar as it covers the following lands in Sublette County, State of Wyoming:

Township 28 North, Range 112 West
Section 11: S/2SW/4
Section 14: NE/4NW/4, W/2NW/4
Section 15: N/2N/2
Section 16: W/2NW/4

which lease is recorded in Book 98, Page 301, of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on July 28, 1999, and the hereinabove named owner of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollar ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

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

IN WITNESS WHEREOF, this instrument is signed on this 29th day of June, 1999.

Victor S. McGinnis

Dorothy J. McGinnis

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 29th day of June, 1999, before me personally appeared Victor S. McGinnis and Dorothy J. McGinnis, individually and as husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 29th day of June, 1999.

My commission expires:

Jan 2. 2000

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

Karen S. Wenz
Notary Public for the State of Wyoming

residing at Marbleton Wyoming

274570

RECORDED Aug. 19 1999 9:30 M
IN BOOK 112 OTG PAGE 76
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Loston

EXTENSION OF LEASE TERM

WHEREAS, Enron Oil & Gas Company, is the owner and holder of an oil and gas lease insofar as it covers the following lands in Sublette County, State of Wyoming:

Township 28 North, Range 112 West
Section 11: SW/4SW/4
Section 14: W/2NW/4
Section 15: N/2N/2

which lease is recorded in Book 98, Page 335, of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on July 20, 1999, and the hereinabove named owner of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollar ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

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

IN WITNESS WHEREOF, this instrument is signed on this 12th day of July, 1999.

Irene Pavlisin Thomas

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento)

On this 12 day of July, 1999, before me personally appeared Irene Pavlisin Thomas, 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 as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 12 day of July, 1999.

My commission expires:

5/13/2003

Notary Public for the State of California

residing at Citrus Heights CA 95621
454

274571

RECORDED Aug. 19 1999 9:30 M
IN BOOK 112 O&G PAGE 77
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

CLIFF FYFFE
COMM. # 1219304
Notary Public-California
SACRAMENTO COUNTY
My Comm. Expires MAY 13, 2003

[redacted] [redacted] [redacted]

EXTENSION OF LEASE TERM

WHEREAS, Enron Oil & Gas Company, is the owner and holder of an oil and gas lease insofar as it covers the following lands in Sublette County, State of Wyoming:

Township 28 North, Range 112 West, 6th P.M.
Section 23: Lots 6(39.50), 10(29.71), 11(21.12), and the bed of the Green River Riparian to Lots 6, 10 and 11
Section 26: Lots 2(29.59), 3(6.36), 4(39.97), 10(36.46), NE/4NW/4, W/2NW/4, NW/4SW/4, and the bed of the Green River Riparian to Lots 2, 3, 4 and 10

which lease is recorded in Book 98, Page 341, of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on July 26, 1999, and the hereinabove named owner of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollar ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

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

IN WITNESS WHEREOF, this instrument is signed on this 27th day of June, 1999.

Kathryn C. Catalano POA
Kathryn C. Catalano, as the Attorney-in-Fact
for Marie Graves a/k/a Marie F. Graves M/K/A MARIE McGINNIS GRAVES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 27th day of June, 1999, before me personally appeared Kathryn C. Catalano, as the Attorney-in-Fact for Marie Graves a/k/a Marie F. Graves, to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 27th day of June, 1999.

My commission expires:

June 21, 2003

Notary Public for the State of Colorado

274572

RECORDED Aug. 4, 1999 9:30a recording at Craig, Colorado
IN BOOK 112 ORG PAGE 78
FEES $0.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

78

EXTENSION OF LEASE TERM

WHEREAS, Enron Oil & Gas Company, is the owner and holder of an oil and gas lease insofar as it covers the following lands in Sublette County, State of Wyoming:

Township 28 North, Range 112 West, 6th P.M.
Section 23: Lots 6(39.50), 10(29.71), 11(21.12), and the bed of the Green River Riparian to Lots 6, 10 and 11
Section 26: Lots 2(29.59), 3(6.36), 4(39.97), 10(36.46), NE/4NW/4, W/2NW/4, NW/4SW/4, and the bed of the Green River Riparian to Lots 2, 3, 4 and 10

which lease is recorded in Book 98, Page 338, of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on July 26, 1999, and the hereinabove named owner of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollar ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

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

IN WITNESS WHEREOF, this instrument is signed on this 27th day of June, 1999.

Kathryn C. Catalano

Kathryn C. Catalano, a married woman
dealing with her sole and separate non-homestead
property

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 27th day of June, 1999, before me personally appeared Kathryn C. Catalano, a married woman dealing with her sole and separate non-homestead property, to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 27th day of June, 1999.

My commission expires: June 21, 2003

Richard M. Tedesco
Notary Public for the State of Colorado

residing at Craig, Colorado

274573

RECORDED Aug. 19 1999 9:30 AM
IN BOOK 112 OR 6 PAGE 79
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

[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 ULTRA RESOURCES, INC., Assignee.

BEING 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 Assignee.

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

WITNESS my hand on this 9th day of August, 1999.

ULTRA RESOURCES, INC.

Robin Benko

Robin Benko, Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th day of August 1999, before me, the undersigned authority, personally came and appeared **Robin Benko**, appearing in her capacity as Attorney – in- Fact of **ULTRA RESOURCES, INC.,** to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

274575

RECORDED Aug. 19 1999 9:30 AM
IN BOOK 112 OF G PAGE 80
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXHIBIT "A"
Gemini Prospect
Sublette Co., WY

WY-1096	Lessor:	BLM WYW-129610
	Lease Date:	7-1-93
	Description:	Twp. 32 North, Rge. 109 West
		Sec. 10: E/2NE/4
		Sec. 11: All
		Sec. 12: All
		Sec. 13: All
		Sec. 14: NE/4, NE/4NW/4, NE/4SE/4
		Sec. 24: NE/4, NE/4NW/4
WY-1145	Lessor:	BLM WYW-135124
	Lease Date:	2-1-95
	Description:	Twp. 32 North, Rge. 109 West
		Sec. 21: SE/4
		Sec. 22: S/2
		Sec. 23: All
		Sec. 24: W/2NW/4, SE/4NW/4, S/2
WY-1080-A	Lessor:	Peter S. Olson, etux
	Lease Date:	6-3-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 6: SW/4SE/4
		Sec. 7: N/2NE/4, SE/4NE/4
		Sec. 8: S/2NW/4, E/2SW/4, NW/4SW/4, SE/4
		Sec. 9: W/2SW/4
		Sec. 17: N/2NE/4
WY-1155	Lessor:	BLM WYW-143660
	Lease Date:	12-1-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lt. 4, SW/4NW/4, W/2SW/4
		Sec. 5: Lt 1, SE/4NE/4
		Sec. 7: Lts. 1-7, SW/4NE/4, E/2NW/4, SE/4SW/4, S/2SE/4
		Sec. 8: SW/4SW/4
		Sec. 17: Lts 1-3, SW/4
		Sec. 18: Lts 2-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
WY-1165	Lessor:	BLM WYW-143661
	Lease Date:	12-1-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 19: Lts 1-4, E/2, E/2W/2
		Sec. 20: W/2E/2, W/2
		Sec. 21: SW/4SW/4
		Sec. 28: SW/4NW/4
		Sec. 29: Lts 1-3, NW/4NE/4
		Sec. 32: N/2SW/4

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WY-1112	Lessor:	BLM WYW-135123
	Lease Date:	2-1-95
	Description:	Twp. 32 North, Rge. 109 West
		Sec. 4: Lts 5-7, 11-14
		Sec. 5: Lt 1
		Sec. 10: W/2NE/4, W/2, SE/4
		Sec. 14: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4, SE/4SE/4
		Sec. 15: E/2
		Sec. 18: Lts 1-12
		[redacted]: Lts 1-12
WY-1239-A	Lessor:	Laura Fay Lozier
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-B	Lessor:	Sylvia Eckard, et vir
	Lease Date:	10-13-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-C	Lessor:	Thelma L. Ditton
	Lease Date:	10-13-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-D	Lessor:	Leonard J. Jensen
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-E	Lessor:	Marilyn Kay Penton, et vir
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-F	Lessor:	Jimmy Ditton, et ux
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-G	Lessor:	Daniel Carlson, et ux
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-H	Lessor:	Gary G. Jensen
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4
WY-1239-I	Lessor:	Thomas, J. Johnston, et ux
	Lease Date:	10-16-97
	Description:	Twp. 32 North, Rge. 108 West
		Sec. 4: Lts 2,3, SW/4NE/4

WY-1060-A	Lessor:	Barger Family Partnership
	Lease Date:	7-11-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 15: NE/4, E/2NW/4, E/2SW/4NW/4, SW/4, SE/4 Sec. 16: All of section 16, less and except a 99.008 acre tract, more particularly described in that certain warranty deed dated 1-27-1939, recorded in Bk 3, Pg 438. Sec. 17: Lt 4, SE/4, S/2NE/4, excepting that Portion of said S/2NE/4 lying north of the ROW Of the Paradise Road, Sublette County Road No 23-36 Sec. 20: NE/4NE/4, SE/4NE/4, NE/4SE/4, SE/4SE/4 Sec. 21: NW/4, N/2SW/4, SE/4SW/4
WY-1060-B	Lessor:	Elizabeth A. Ellis, Trustee of Trust I Estate
	Lease Date:	11-13-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 20: NE/4NE/4 Sec. 21: NW/4NW/4
WY-1060-C	Lessor:	Donna M. Steele, et al Trustees
	Lease Date:	1-14-98
	Description:	Twp. 32 North, Rge. 108 West Sec. 16: A tract in the NE/4, NE/4NW/4, NE/4SE/4, more fully described by metes And Bounds.
WY-1060-D	Lessor:	Donna M. Steele, Trustee
	Lease Date:	1-14-98
	Description:	Twp. 32 North, Rge. 108 West Sec. 16: A tract in the NE/4, NE/4NW/4, NE/4SE/4, more fully described by metes And Bounds.
WY-1060-E	Lessor:	Marjorie Buck
	Lease Date:	11-11-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 20: SE/4NE/4, E/2SE/4 Sec. 21: SW/4NW/4, E/2W/2, NW/4SW/4
WY-1060-F	Lessor:	Elizabeth A. Ellis, Trustee
	Lease Date:	11-13-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 5: Lts 3,4, SW/4SE/4, and all That part of the SW/4NW/4 lying and Being north of Wyoming State Highway 187 Sec. 6: All that part of Lt 4, lying and being North of Wyoming State Highway 187 Sec. 20: NE/4NE/4 Sec. 21: NW/4NW/4
WY-1027	Lessor:	ST WY 97-00356
	Lease Date:	7-2-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 6: Lts 2,3,5,6, E/2SW/4

[redacted] [redacted] [redacted]

WY-1168	Lessor:	BLM WYW-143663
	Lease Date:	12-1-97
	Description:	Twp. 32 North, Rge. 109 West Sec. 1: Lt 4, S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 2: Lts 1-4, S/2N/2, S/2 Sec. 3: Lts 1-3, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4
WY-1028	Lessor:	ST WY 97-00357
	Lease Date:	7-2-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 8: NE/4, N/2NW/4
WY-1036	Lessor:	ST WY 97-00365
	Lease Date:	7-2-97
	Description:	Twp. 32 North, Rge. 109 West Sec. 1: NE/4SE/4
WY-1314-A	Lessor:	Mary Anne L. Hittle
	Lease Date:	2-3-98
	Description:	Twp. 32 North, Rge. 108 West Sec. 4: Lt 1, SE/4NE/4
WY-1061	Lessor:	Jeptha E. Richie, et al
	Lease Date:	5-5-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 21: E/2
WY-1165	Lessor:	BLM WYW-143661
	Lease Date:	12-1-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 20: W/2E/2, W/2 Sec. 21: SW/4SW/4
WY-1080-A	Lessor:	Peter S. Olson, et ux
	Lease Date:	6-3-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 6: SW/4SE/4 Sec. 8: S/2NW/4, E/2SW/4, NW/4SW/4, SE/4 Sec. 9: W/2SW/4 Sec. 17: N/2NE/4
WY-1006-A	Lessor:	Grace A. McIntosh, et al
	Lease Date:	1-21-98
	Description:	Twp. 32 North, Rge. 108 West Sec. 4: SE/4NW/4, E/2SE/4 Sec. 9: SE/4, E/2W/2, S/2NE/4, less and except That tract deeded to Upper Green River Cemetery District situated in part in the W/2NE/4SW/4, more Particularly in Quit Claim Deed Bk 5, Pg 544
WY-1026	Lessor:	ST WY 97-00355
	Lease Date:	7-2-97
	Description:	Twp. 32 North, Rge. 108 West Sec. 5: Lt 2, SW/4NE/4, S/2

19

DIC 23505 75718-000 E. Chapel Canyon

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1997 JUN 19 AM 9 03
RECEIVED
CASPER, 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-141372

Lease Effective Date (Anniversary Date)
April 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil and Gas Company
   Street 1625 Broadway, Suite 1300
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West, 6th P.M. Section 25: NW¼NE¼, N½SW¼NE¼, SW¼SW¼NE¼, N½NE¼SW¼, SW¼NE¼SW¼, W½ of Lot 1(20.64) Containing 120.64 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

274606
RECORDED Aug. 23 1999 10:15A M
IN BOOK 112 Of G PAGE 85
FEES $ 8.00 Mary Lou Weber COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

BOG LAND ADM
BY
OCT 08 1997
FILE #
TAB

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUL 01 1997

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

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER SEP 25 1997
(Title) (Date)

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

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 24th day of March, A.D. 19 97, 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 in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 24th day of March, A.D. 19 97.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
Notary Public

My Commission Expires: [redacted]

Address: Cheyenne, Wyoming

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 24th day of March, 19 97

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
(Please type or print)

Assignor Marc Randal Strahn (Signature) President
or
Attorney-in-fact No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

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

Executed this 9th day of June, 19 97

Enron Oil and Gas Company

Assignee
xx Agent &
Attorney-in-fact D. Weaver (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

☆ U.S. GPO: 1998–774-004/41006

75 718-000
E. Chapel Canyon

WYW141372

Form 3100-11b
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW141372
D9-2851

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 Box 3020
   City, State, Zip Code Cheyenne WY 820033030

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

274607

RECORDED Aug 23 1997 10:15A M
IN BOOK 112 OHG PAGE 87
FEES $24.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Eaton

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. 112OW 06th Meridian WY State Sublette County

sec 025 NWNE N2SWNE SWSWNE;
026 N2NESW,SWNESW;
025 W2 OF LOT 1;

EOG LAND ADM
BY: _____
SEP 19 1997
FILE # _____
TAB: _____

Total acres in lease 120.640
Rental retained $ 181.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA
by Pamela J. Lewis
(Signing Officer)
Chief Leasable Minerals Section
(Title)
MAR 11 1997
(Date)
EFFECTIVE DATE OF LEASE APR 01 1997

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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

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

Duly executed this _____ day of _____, 19__

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

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WYW141372

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]

WYW141372

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.

WYW141372

LEASE NOTICE NO. 3

This lease is subject to the visibility emissions cap which resulted from the Record of Decision for *Fontenelle Natural Gas Infill Drilling Projects Environmental Impact Statement* which was signed on August 16, 1996. The Record of Decision states in part:

Visibility Emissions Cap

Total oxides of nitrogen (NO_x) emissions from future permit authorizations (including rights-of-way, sundry notices, and applications for permit to drill) shall be limited (capped) to 977 tons per year above levels existing as of May 1996. **The area of application is limited to the BLM Rock Springs District (including the Moxa Arch, Fontenelle, Stagecoach Draw and Jonah development projects)**. (Emphasis added.) The cap will remain in effect until the Interagency Committees on Air Quality, or other information source, provide recommendations, with supporting technical analysis regarding regional visibility impacts, demonstrating the emissions cap should be changed. *This emission cap is binding only on future federal actions authorized on federal lands.*

[redacted] [redacted] [redacted]

WYW141372

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.

WYW141372

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW141372

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use 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) entire lease;

For the purpose of:

(3) protecting Class I and II Visual Resource Management Areas.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW141372

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]

WYW141372

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.

97

Well Name: State 33-36

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
WELLBORE ONLY

STATE OF WYOMING

COUNTY OF SUBLETTE

274616

RECORDED Aug 23 1999 10:30 M
IN BOOK 112 Of 3 PAGE 97
FEES $16.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Scott

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, TX 77079, and LANSER PRODUCTION ENTERPRISES, INC. ("Assignee(s)"), with a place of business at ONE N. HUDSON, SUITE 200 OKLAHOMA CITY, OK 73101 is effective for the purposes of this transfer as of 12:01 a.m., Central Standard Time, on August 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), insofar and only insofar as said Leases cover, include and relate to **the wellbore(s) only of the well(s) situated thereon and specifically described in Exhibit "A" hereto,** and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, Wells, Easements, Facilities, Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

144 / Lot Number 114.00

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS" AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent to this Assignment be required by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and orders of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

Assignee acknowledges and affirms that it has made its own independent investigation, analysis and evaluation of (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. The Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq. and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances sor any other environmental matters.

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning

of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belongs to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:
Corporate Secretary

Cabot Oil & Gas Corporation

By:
Name: J. M. Trimble
Title: Senior Vice President

ASSIGNEE:

Lanser Production Enterprises, Inc.

WITNESS OR ATTEST:

_____

_____

By: Steve P. Thrower
Name: Steve P. Thrower
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Acknowledged on this 24th day of June, in the year 1999 before me personally came J. M. Trimble, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President of Cabot Oil & Gas Production Corporation, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Adele M. Zawicki
Notary Public – Adele M. Zawicki

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2000

My Commission Expires:

STATE OF TEXAS

COUNTY OF Harris

Acknowledged on this 21st day of July, in the year 1999, before me personally came Steve Thrower, to me known, who by me duly sworn, did depose and say that he is the Vice-President of Lanser Production Enterprises, Inc., a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Sheri Kelly Horne
Notary Public

SHERI KELLY HORNE NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JUNE 12, 2000

My Commission Expires:

PR99.doc)

EXHIBIT "A"

STATE #33-36 – 490209001

Lease Number: 49-0000897 Status: ACTIVE Recorded: BK 48 PG 143
Lease Date: 10/02/1966 Lessor: STATE OF WYOMING
Expire Date: 10/02/2099 Lessee: NANCY NOVICK

Tract	PROSPECT	St County	Gross Acres
1	EQUITABLE ACQUISITION	WY SUBLETTE	640.000

Legal:
T 27N R 112W Sec 36 QQ W2 6TH PRINCIPAL 1855
ALL DEPTHS - OPERATING RIGHTS
T 27N R 112W Sec 36 QQ E2 6TH PRINCIPAL 1855
LEASEHOLD

102

***The assignment of Assignor's interest in the foregoing leases is limited to the wellbore of the State #33-36 well, located in Section 36-T27N-R112W.**

Lake Ridge Unit

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SUBLETTE)

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1999, at 7:00 a.m. Central Standard Time (the "Effective Time") is made by **CHESAPEAKE MID-CONTINENT CORP.**, whose address is Post Office Box 18496, Oklahoma City, Oklahoma 73154-0496 (herein referred to as "Assignor") to NOBLE ROYALTIES, INC. 13601 PRESTON RD., STE. 1008 N. DALLAS, TX 75240, (herein referred to as "Assignee").

For and in consideration 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, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, all of Assignor's interest in the following described properties and rights (herein collectively referred to as the "Interests"), **INSOFAR AND ONLY INSOFAR** as said Interests cover the well(s) and lease(s) described on the attached Exhibit "A":

(1) All of Assignor's undivided rights, titles and interests (including all working interests, net revenue interests, farmout of farmin rights, royalty or other non-working or carried interests, operating rights and other mineral rights of every nature) in and to the oil, gas and mineral (or oil and gas) leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended (hereinafter referred to as the "Leases"), insofar as such Leases cover the lands described in such Exhibit.

(2) All of Assignor's undivided rights, titles and interests in and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the properties covered or units created thereby which are attributable to the Leases;

(3) All of Assignor's undivided rights, titles and interests in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contacts, agreements and instruments which pertain to the Leases or any properties pooled or unitized therewith;

(4) All of Assignor's undivided interests in and to all oil and gas and associated hydrocarbons stored upon or produced from the Leases or any property pooled or unitized therewith from and after the Effective Time, which are attributable to the Leases;

(5) All of Assignor's undivided rights, titles and interests in and to all easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications' facilities and all other rights and appurtenances situated on or used in connection with the Leases or any properties pooled or unitized therewith; and

(6) All of Assignor's undivided rights, titles and interests in and to all tangible personal property, equipment, fixtures, improvements, easements, permits, licenses servitudes and other appurtenances including, but not by way of limitation, all injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities (specifically including the existing processing and compression facility), water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing or transportation of oil, gas and other hydrocarbons or minerals therefrom;

TO HAVE AND TO HOLD all and singular the Interests together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject, to the following matters:

(a) all Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;

(b) all easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;

(c) the terms and conditions of the Leases and other agreements affecting the Interests;

(d) all rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Interests in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and

(e) all gas contracts, crude oil purchase contracts, operating agreements, division orders and transfer orders affecting the Interests.

Assignor also hereby grants and transfers to Assignee, 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, **PROVIDED, HOWEVER, WITH RESPECT TO THE PERSONAL PROPERTY AND FIXTURES HEREIN CONVEYED ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

It is expressly understood and agreed that (i) Assignor shall be responsible for, and shall indemnify and hold Assignee harmless from, all claims, costs, expenses and liabilities which arise or accrue prior to the Effective Time with respect to the Interests; (ii) Assignee shall be responsible for, and shall indemnify and hold Assignor harmless from, all claims, costs, expenses and liabilities which arise or accrue after the Effective Time with respect to the portion of the Interests assigned hereunder; (iii) Assignor shall be entitled to receive all revenues attributable to oil, gas or hydrocarbons produced from the Interests prior to the Effective Time; and (iv) Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the portion of the Interests assigned hereunder to Assignee after the Effective Time.

All equipment and other personal property forming any part of the Properties 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" THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLEEITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A

PLEASE RETURN TO 274619
THE OIL & GAS ASSET
CLEARINGHOUSE, INC
P.O. BOX 671787
HOUSTON, TX 77267-1787

RECORDED Aug 23 1999 10:15 A
IN BOOK 110 OTC PAGE 103
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Sale 148C
Lot 162

[redacted] [redacted] [redacted]

PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIEDSTATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

Sale No. 148
Lot No. 162

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED, this 30th day of July, 1999, but effective for all purposes as of the Effective Time.

ASSIGNOR:

CHESAPEAKE MID-CONTINENT CORP.
an Oklahoma corporation

By: _____
Henry J. Hood, Vice President-Land and Legal

ASSIGNEE:

By: _____
Name: A. Scott Noble
Title: PRESIDENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 30th day of July, 1999, personally appeared Henry J. Hood, Vice President - Land and Legal of Chesapeake Mid-Continent Corp., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:
10-21-2001

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 11 day of AUGUST, 1999, personally appeared A. SCOTT NOBLE, PRESIDENT of NOBLE ROYALTIES, INC., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

_____

KATHRIN HOLLAND
MY COMMISSION EXPIRES
October 13, 2002

f:\jr\rockies\clearinghouse\lot-162

Sale 148C
Lot 162

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE BETWEEN CHESAPEAKE MID-CONTINENT CORP., AS ASSIGNOR, NOBLE ROYALTIES, INC., AS ASSIGNEE, AND DATED July 30, 1999, EFFECTIVE AS OF SEPTEMBER 1, 1999 AT 7:00 A.M.

Lake Ridge Unit
Section 11, Township 28 North, Range 116 West
Sublette County, Wyoming

LEASE NO:	H4900019A
LESSOR:	ORR-66
LESSEE:	COMDISCO Inc.
DATE:	March 17, 1987
BOOK/PAGE:	
DESCRIPTION:	Section 11, Township 28 North, Range 115 West, Sublette County, Wyoming.

It is the intent of Assignor to assign all of Assignor's right, title and interest in and to the subject lands, as limited above and in the assignment to which this exhibit is attached, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any scrivener's errors or incorrect recording references.

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 DEC -7 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)

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

Lease Serial No.	SEE ATTACHED EXHIBIT "A" II
Lease Effective Date (Anniversary Date)	SEE ATTACHED EXHIBIT "A" II
New Lease Serial No.	W-127858

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

ANDEX RESOURCES, L.L.C.
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

RECEIVED
JUL 30 1999

*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) [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) [X] 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
AS SHOWN ON EXHIBIT "A" PART II AND SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN EXHIBIT "A" PART I 274620	SEE EXHIBIT "A" PART II	ALL	NONE	NONE	THOSE OF RECORD

REQUEST FOR APPROVAL
IN FILE Wyw 127858

RECORDED Aug. 23 1999 11:00 AM
IN BOOK 112 OF G PAGE 106
FEES $13.50 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective JAN 1 1999

☒ Assignment approved for attached land description

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

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

Chief, Leasable Minerals Section (Title) JUL 21 1999 (Date)

FOR ASSIGNEE

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS, AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20TH DAY OF NOVEMBER, 1998.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20TH DAY OF NOVEMBER, 1998

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the law 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; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal transfers, an overriding royalty may not be less than one-efourth (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 3rd day of NOVEMBER 19 98 Executed this 20TH day of NOVEMBER, 19 98

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

Assignor or Attorney-in-fact: Tom L. Dodds (Signature)
TOM L. DODDS, ATTORNEY-IN-FACT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Assignee or Attorney-in-fact: ANDEX RESOURCES, L.L.C.
Tom L. Dodds (Signature)
TOM L. DODDS, VICE PRESIDENT
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time of 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), Denve 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: 1992-774-017/67023

Exhibit "A"

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
98 DEC -7 AM 9:00
RECEIVED
CHEYENNE WYOMING

Part I

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following properties (Assignor's interest in the below-described properties being referred to herein as the "*Properties*"):

(a) the Oil and Gas Leases described in Exhibit "A", Part II, attached hereto and made a part hereof, located in Sublette County, Wyoming, (the "*Leases*") and the lands covered by the Leases (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Leases and Lands;

(b) the production from or attributable to the Leases from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Lands, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Lands, to the extent used in connection with or attributable to the Leases; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Leases (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Leases after the Effective Time, insofar as such covenants and obligations relate to the interests in the Leases herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Properties unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Leases (the "*Effective Time*").

98 DEC -7 AM 9:00
RECEIVED
CHEYENNE, WYOMING
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
PART II

Rept 910-01 as of 10/28/98
Sorted by Lease Code

CO	LEASE NO./ PROSPECT	LEASE NAME	LEASE DATE	EXPIRATION DATE	RECORD BOOK PAGE	ROYALTY INTEREST	ORRI	GROSS ACRES	RECORD TITLE INTEREST OWNED & CONVEYED BY ASSIGNOR
55	WY3-127858	WYW127858	12/01/92	11/30/02		0.125000	0.050000	320.0000	50%
	STATE: WY	COUNTY: SUBLETTE							
	TWP	RGE	SEC	DESCRIPTION:					
	27N	110W	28	E/2					
55	WY3-133062	WYW133062	08/01/94	07/31/04		0.125000	0.050000	2,400.0000	33.3333%
	STATE: WY	COUNTY: SUBLETTE							
	TWP	RGE	SEC	DESCRIPTION:					
	27N	108W	14	ALL					
			15	ALL					
			22	ALL					
			23	N/2, SE/4					
55	WY3-133065	WYW133065	08/01/94	07/31/04		0.125000	0.050000	320.0000	50%
	STATE: WY	COUNTY: SUBLETTE							
	TWP	RGE	SEC	DESCRIPTION:					
	27N	108W	33	E/2					
55	WY3-133758	WYW133758	10/01/94	09/30/04		0.125000	0.050000	1,280.0000	50%
	STATE: WY	COUNTY: SUBLETTE							
	TWP	RGE	SEC	DESCRIPTION:					
	27N	108W	19	SE/4					
			20	NW/4					
			32	N/2					
			33	W/2					
			34	S/2					
55	WY3-135138	WYW135138	02/01/95	01/31/05		0.125000	0.050000	2,320.0000	33.3333%
	STATE: WY	COUNTY: SUBLETTE							
	TWP	RGE	SEC	DESCRIPTION:					
	27N	111W	2	ALL					
			3	ALL					
			10	ALL					
			11	W/2, S/2SE/4					

[redacted] [redacted] [redacted]

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 24.759881% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Schedule 1 attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes applicable to Wells and concerned oil and gas

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaetz

110

leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance*. Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions*. After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings*. Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance*. Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies*. Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss*. Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights*. The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing*. Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, todetermine proper compliance by the purchasers with applicable take or pay provisions, and to

initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra.*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

[redacted] [redacted] [redacted]

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall not enter into effect until all necessary approvals have been secured from the Vancouver Stock Exchange; provided, however, that when this Assignment does enter into effect, it shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 26th DAY OF JULY, 1999.

ULTRA:
ULTRA PETROLEUM (USA) INC.

By:_____
Michael D. Watford, CEO

ULTRA RESOURCES, INC.

By:_____
Michael D. Watford, CEO

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By:_____
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF COLORADO)
) Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Michael D. Watford , CEO of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES MARCH 17, 2000

NOTARY PUBLIC

STATE OF COLORADO)
) Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Michael D. Watford, CEO of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES MARCH 17, 2000

NOTARY PUBLIC

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 11th day of August, 1999, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

KAREN D. BUTT NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES APRIL 5, 2003

My commission expires:
April 5, 2003

NOTARY PUBLIC

[redacted] [redacted] [redacted]

SCHEDULE 1

Well Name	Location
Stud Horse Butte 13-14	Township 29 North, Range 108 West Section 14: SW/4SW/4 Sublette County, Wyoming

116

274707

RECORDED Aug 30 1999 10:35 M
IN BOOK 112 B+G PAGE 117
FEES $30.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

PUBLIC NOTICE

GAS GATHERING AGREEMENT
AND
AREA DEDICATION

In consideration of the terms and provisions set forth in that certain Gas Gathering Agreement dated September 12, 1997 (hereinafter called the "Agreement"), between Ultra Petroleum (U.S.A.) Inc. and Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, CO 80112 and Questar Gas Management Company, a Utah Corporation, 180 East 100 South, P.O. Box 45601, Salt Lake City, Utah 84145-0601, Ultra dedicated to QGM for gathering under the specific terms of the Agreement all of Ultra's working interest share of the production from the lands and leases located in Sublette County, Wyoming, specifically identified in Exhibit "A-1."

The term of the Agreement is for 15 years from the date of this Agreement, and/or life of the reserves from the acreage referenced in Exhibit "A-1." Information regarding the terms of the Agreement may be obtained from QGM at the address set forth above.

Dated this 26th day of August 1999.

G.L. Nordloh
President and CEO

APPROVED

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by G.L. Nordloh, President and Chief Executive Officer of Questar Gas Management Company, the 26th day of August, 1999.

WITNESS my hand and official seal.

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

Susan K. Stone
NOTARY PUBLIC

Residing at Salt Lake

My Commission Expires:

3-1-2003

Exhibit "A-1"

Questar Gas Management Company
Ultra Petroleum (USA) Inc.
Ultra Resources, Inc.

Township	Range	Section	Description
31N	109W	7	ALL
31N	109W	18	ALL
31N	110W	1	ALL
31N	110W	2	NE/4 AND S/2
31N	110W	12	ALL
32N	109W	3	LOT 4, SWNW, W/2SW/SESW
32N	109W	4	LOTS 11, 12, 13 & 14
			LOTS 8, 9, 10, 15, 16
32N	109W	5	LOT 1
			LOTS 2, 3, 4, SE, N/2SW, SESW
32N	109W	6	LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, N/2SE
32N	109W	7	LOTS 2, 5, 7, 8, 11, 12
			S/2SE
32N	109W	8	E/2, E/2W/2, SWSW
32N	109W	9	N/2, N/2SW, N/2SE, SESE
32N	109W	10	W/2NE4, W/2, SE/4
32N	109W	14	W/2NW/4, SE/4NW/4, SW/4, W/2SE/4, SE/SE/4
32N	109W	15	E/2
			W/2
32N	109W	16	SESE
32N	109W	17	NW, W/2NE, NENE, SW, W/2SE, SESE
32N	109W	18	LOTS 1-12
			E/2
32N	109W	19	LOTS 1-12
			E/2
32N	109W	20	ALL
32N	109W	21	W/2
			NE
32N	109W	22	N/2
32N	110W	9	E/2E/2
32N	110W	10	ALL
32N	110W	11	W/2, W/2E/2 AND SESE
32N	110W	14	ALL
32N	110W	24	ALL
32N	110W	25	ALL
32N	110W	26	ALL
32N	110W	35	ALL
32N	110W	36	ALL
33N	109W	10	SW/4
33N	109W	14	W/2SE/4. E/2SW/4
33N	109W	15	NW/4. W/2E/2, SW/4
33N	109W	16	ALL
33N	109W	17	S/2NE, W/2, SE
33N	109W	18	LOTS 1, 2, 3, 4, E/2W/2, E/2
33N	109W	19	W/2E/2E/2, NENENE, W/2E/2
			LOTS 1, 2, 3, 4, E/2W/2
33N	109W	20	N/2N/2N/2, SENENE, E/2SENE, E/2E/2SE
33N	109W	21	E/2NE/4
			S/2S/2
			NW, W/2NE, N/2S/2
33N	109W	22	NE/4, S/2, NW/4
33N	109W	23	N/2 AND E/2SE/4
33N	109W	24	SW/4
33N	109W	25	SW/4, W/2SE/4
33N	109W	26	E/2SE/4, SW/4SE/4, SW/4
33N	109W	27	NE/4, E/2NW/4, NW/4NW/4
			SW, SWNW, SWSE

Exhibit "A-1"
Questar Gas Management Company
Ultra Petroleum (USA) Inc.
Ultra Resources, Inc.

33N	109W	28	ALL
33N	109W	29	S/2, S/2N/2, S/2N/2N/2, NENENE
33N	109W	30	LOTS 1, 2, 3, 4, E/2W/2, SE, W/2NE, SENE, W/2NENE, SENENE
33N	109W	31	LOTS 1, 2, 3, 4, E/2W/2, E/2
33N	109W	32	E/2 SWNW, E/2NW, SW
33N	109W	33	ALL
33N	109W	34	W/2W/2 E/2E/2 W/2E/2, E/2W/2
33N	109W	35	N/2NW/4, NE/4, SE/4NW/4 SW, SWNW
33N	109W	36	NW/4NE/4, S/2NE/4, NW/4, S/2
34N	109W	28	NW/4NW/4, S/2NW/4, NE/4SW/4
34N	109W	29	SW/4NW/4, SW/4
34N	109W	30	LOT 1, 2, AND 3, SE/4NE/4 AND SOUTH 18 ACRES OF NE/4NE/4, SW/4SE/4, SW/4NE/4, SE/4NW/4
34N	109W	31	NE/4
34N	109W	32	NW/4NW/4
34N	110W	24	SE/4
34N	110W	25	NW/4NE/4, NE/4NE/4, S/2NE/4, SE/4NW/4, SW/4, W/2SE/4, NE/4SE/4

ASSIGNMENT OF OIL AND GAS LEASE

NORTH AMERICAN RESOURCES COMPANY ("Assignor"), whose address is 16 East Granite, Butte, MT 59701, for the payment of ten dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the terms and conditions hereof, does by these presents, GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN to **DONALD B. ANDERSON, Ltd.** ("Assignee"), whose address is 6400 South Fiddler's Green, #1750, Englewood, Colorado, 80111, nineteen and one half percent (19.5%) of Assignor's right, title and interest in and to the estates created by that certain State of Wyoming oil and gas lease 97-00730 dated December 2, 1997, by and between The State of Wyoming, as Lessor, and Donald B. Anderson, Ltd., as Lessee, insofar and only insofar as the lease covers the SE/4SE/4 of Section 23, Township 30 North, Range 114 West, Sublette County, Wyoming, from the surface of the earth down to base of the Hillard Shale Formation as found in the Johnson Ridge #1 well located in the SW/4 of Section 13, Township 30 North, Range 114 West, together with nineteen and one half percent (19.5%) of Assignor's interest in all agreements, permits, rights-of-way, easements, licenses, options, and orders in any way relating to the aforementioned oil and gas lease. Reserving, however, unto the Assignor an overriding royalty interest which shall be the difference between the existing burdens upon the subject leases and seventeen and one-half percent (17.5%) of all oil, gas, and hydrocarbons produced, saved and sold from the oil and gas lease herein assigned. Said overriding royalty interest shall be subject to proportionate reduction in the event the interest conveyed by the Assignor covers less than the full undivided mineral fee estates under the lands covered by the subject lease. If the royalty burden is equal to or greater than seventeen and one-half percent (17.5%) Seller shall retain no additional overriding royalty interest.

THIS Assignment is made subject to the terms and conditions of that certain Farmout/Farmout Option Agreement dated June 1, 1998, by and between the Assignor and the Assignee, and subject to the terms and conditions of that certain Joint Operating Agreement dated June 1, 1998, by and between the Assignor and the Assignee. This Assignment covers a State of Wyoming oil and gas lease and is not intended convey any additional interest over and above the interests conveyed on the governmental assignment form.

Assignor makes no representation or warranty of title to the Leases and Lands assigned hereby. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor 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.

Executed this 24th day of August 1999.

ASSIGNOR:

NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner, President

_____
Mary M. Crowe, Asst. Secretary

ASSIGNEE:

DONALD B. ANDERSON, LTD.

By: _____
Joseph C. Anderson, Partner

274778

RECORDED Sept. 2 1999 10:00 A M
IN BOOK 112 O+G PAGE 120
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ACKNOWLEDGEMENTS

STATE OF MONTANA

COUNTY OF Silver Bow

The foregoing instrument was acknowledged before me this 26th day of August, 1999, by James J. Benner, as President of North American Resources Company.

Corinne Osborne
Notary Public

My Commission Expires: 11/19/2000

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 31st day of August, 1999, by Joseph C. Anderson, as Partner of DONALD B. ANDERSON, LTD..

Donna R. Covert
Notary Public

My Commission Expires: 05/21/2001

DONNA R. COVERT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/21/2001

[redacted] [redacted] [redacted]

RS 88—PAID UP
, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

GREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Susan Hay Bell, a married woman dealing in her separate property

whose post office address is 2905 Ute, Canon City, CO 81212, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274779

RECORDED Sept. 2 1999 10:00 M
IN BOOK 112 OTG PAGE 122
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

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

and containing 1,000.00 acres, more or less.

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

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Susan Hay Bell

Susan Hay Bell

SS# 520-50-9386

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..COLORADO.....
} ss.
COUNTY OF.....FREMONT.....

On this ....2ND..... day of ...JULY..... 19 .99....., before me personally appeared

.....SUSAN HAY BELL.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

AUGUST 01, 2000

Residing at ...3080 E MAIN ST, CANON CITY CO 81212

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF.....
} ss.
COUNTY OF.....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF.....
} ss.
COUNTY OF.....

On this ..... day of ..... 19 ....., before me personally appeared

.....known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Susan Hay Bell, a married woman dealing in her separate property, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

_____

Susan Hay Bell

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

John Roland Radford, a married man dealing in his separate property

whose post office address is P.O. Box 220, Soulabyville, CA 95372, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274780

RECORDED Sept. 2 1999 10:20A M
IN BOOK 112 O&G PAGE 125
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

John Roland Radford

SS# 549-44-9485

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF California }
COUNTY OF Tuolumne } ss.

On this 29th day of June 19 99, before me personally appeared

John Roland Radford

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Janet M. Colombani
Notary Public

My commission expires:
7-9-99

Residing at Sonora Ca

BBR1 JANET M. COLOMBANI
COMM. #1062711
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
TUOLUMNE COUNTY
My Commission Exp. July 9, 1999 BBR1

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between John Roland Radford, a married man dealing in his separate property, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

John Roland Radford

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Joe Garrett Hay, a single man

whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

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

274781

RECORDED Sept. 2 1999 10:00 AM
IN BOOK 112 OR6 PAGE 128
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Joe Garrett Hay

Joe Garrett Hay

SS# 520-50-9427

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 7th day of June 1999, before me personally appeared

Joe Garrett Hay

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Teresa Noble
Notary Public

My commission expires:
7-18-02

Residing at 1378 James Rock Springs

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Joe Garrett Hay, a single man, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Joe Garrett Hay

Joe Garrett Hay

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

John W. Hay, III, a single man

whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274782

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

RECORDED Sept. 2 1999 10:00A M
IN BOOK 112 O+G PAGE 131
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHERBOF, this instrument is executed as of the date first above written.

John W. Hay, III

John W. Hay, III

SS# 520-50-9424

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 17th day of June 19 99, before me personally appeared

John W. Hay, III

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Teresa Noble
Notary Public

My commission expires:
7-18-02

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

Residing at 1378 James Dr. Rock Springs

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between John W. Hay, III, a single man, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

John W. Hay, III

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Keith N. Hay, a married man dealing in his separate property

whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274783

RECORDED Sept 2 1999 10:00A M
IN BOOK 112 O&G PAGE 134
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

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

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Keith N. Hay

SS# 520 50 9426

134

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 17th day of June 19 99, before me personally appeared

Keith N. Hay

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Teresa Noble
Notary Public

My commission expires:
7-

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

Residing at 1378 James Dr. Rock Springs

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Keith N. Hay, a maried man dealing in his separate property, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Keith N. Hay

137

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Lucy Suzanne Bunning, a single woman

whose post office address is 26 Dimick Street #1, Somerville, MA 02143, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274784

RECORDED Sept. 2 1999 10:00A M
IN BOOK 118 OLG PAGE 137
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Lucy Suzanne Bunning

Lucy Suzanne Bunning
SS# 520-88-4194

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Mass }
COUNTY OF Middlesex } ss.

On this 29th day of June 19 99, before me personally appeared
Lucy Bunning AKA Lucy Suzanne Bunning

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Mary Jane Buckley
Notary Public

My commission expires:
03/18/05

Residing at US Trust 212 Elm ST
Somerville MA

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Lucy Suzanne Bunning, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

x Lucy Suzanne Bunning
Lucy Suzanne Bunning

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June 19 99, by and between

Leonard W. Hay, a widower

whose post office address is 118 3rd St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

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

274785

RECORDED Sept. 2 1999 10:20a
IN BOOK 112 OR6 PAGE 140
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacter

and containing 1,000.00 acres, more or less.

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

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Leonard W. Hay

Leonard W. Hay

SS# 520-42-0535

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 17 day of June 19 99, before me personally appeared Leonard W Hay

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Flora A Halter
Notary Public

My commission expires:
March 5, 2003

Residing at Rock Springs, Wy

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2003

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Leonard W. Hay, a widower, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Leonard W. Hay

Leonard W. Hay

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Mary Hay, formerly Mary Hay Chant, a single woman

whose post office address is 118 3rd St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274786

RECORDED Sept. 2 1999 10:00 A M
IN BOOK 112 OR6 PAGE 143
FEES $10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Mary Hay

Mary Hay

520-50-9385

SS#

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 28th day of June 19 99, before me personally appeared

Mary Hay

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Teresa Noble
Notary Public

My commission expires:
7-18-02

Residing at 1378 James Rds

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER — STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Mary Hay, formerly Mary Hay Chant, a single woman, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Mary Hay

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 1999, by and between

Hannah Hay Force, a widow

whose post office address is 135 Requa Road, Piedmont, CA 94611, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

274787

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

RECORDED Sept 2 1999 10:00 A
IN BOOK 112 OAG PAGE 146
FEES $10.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Hannah Hay Force

SS# 556-70-3962

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF California }
COUNTY OF Contra Costa } ss.

On this 14th day of July 19 99, before me personally appeared

Hannah Hay Force

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Notary Public

My commission expires: 7/1/2000

Residing at Orinda, CA

CINDY G. SCHULTZ
Comm. # 1104058
NOTARY PUBLIC - CALIFORNIA
Alameda County
My Comm. Expires July 1, 2000

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Notary Public

My commission expires:

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Notary Public

My commission expires:

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Hannah Hay Force, a widow, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

I Hannah Hay Force

Hannah Hay Force

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between Little Sandy Grazing Association, a Wyoming Corporation whose post office address is 189 Big Sandy - Elkhorn Road, Boulder, WY 82923, hereinafter called Lessor (whether one or more) and Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

See Exhibit "A" attached hereto and made a part hereof for legal description and other terms.

274788

RECORDED Sept. 2 1999 10:00 A.M.
IN BOOK 112 OTG PAGE 149
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and containing 1441.62 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LITTLE SANDY GRAZING ASSOCIATION

Mark A. ~~James~~ Jones, President

Tax ID No.: 83-0205392

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Wyoming
} ss.
COUNTY OF Sweetwater

On this 17 day of June 19 99, before me personally appeared
Mark G. Jones known to me to be the President
of Little Sandy Grazing Association
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Flora A Halter
Notary Public

My commission expires: Mar 5, 2003 Residing at Rock Springs, Wy

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2003

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Little Sandy Grazing Association, as lessor and Wolverine Gas and Oil Corporation, as lessee.

LEGAL DESCRIPTION

Township 27 North, Range 104 West, 6th P.M.

Section 7: SE/4 NE/4 & N/2 SE/4 & SW/4 SE/4
Section 18: E/2 NW/4 & NW/4 NE/4 & NE/4 SW/4
Section 19: Lot 3

Township 27 North, Range 105 West, 6th P.M.

Section 24: SE/4 NE/4 & SE/4
Section 25: NW/4 NE/4 & NE/4 NW/4

Township 28 North, Range 104 West, 6th P.M.

Section 4: Lot 4 & W/2 SW/4
Section 5: Lots 1,2,3 & N/2 SE/4 & NE/4 SW/4 & SE/4 SE/4
Section 20: N/2 NW/4 & SE/4 NE/4 & E/2 SE/4
Section 21: SW/4 SW/4
Section 25: SE/4 NW/4
Section 33: W/2 W/2

Township 28 North, Range 105 West, 6th P.M.

Section 28: SE/4 SW/4

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Mark A. ~~James~~ JAMES

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Elliott Juel Ray, a married man dealing in his separate property

whose post office address is 2629 TERRY LAKE RD., FT. COLLINS, CO. 80524, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 9: W/2 E/2 & E/2 W/2

274789

RECORDED Sept 2 1999 10:00 AM
IN BOOK 112 OTG PAGE 152
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

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

and containing 320 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

✓ Elliott Juel Ray
Elliott Juel Ray

✓
SS# 521381090

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ✓COLORADO
COUNTY OF ✓LARIMER } ss.

On this ✓25TH day of ✓JUNE 19✓99, before me personally appeared

✓ELLIOT JOEL RAY

known to me to be the person(s) described in and ~~who~~ executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

MAC NAUGHTON-TERLESKI NOTARY PUBLIC COLORADO

N. MacNaughton-Terleski
Notary Public

My commission expires:
✓080602

Residing at 4600 N COLLEGE AVE
FTC CO 80524

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Elliott Juel Ray, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

/s/ Elliott Juel Ray
Elliott Juel Ray

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between Magagna Bros., Inc. whose post office address is 20 Wardell Court, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

Township 28 North, Range 104 West, 6th P.M.

Section 3: W/2 SW/4
Section 9: E/2 NE/4 & NE/4 SE/4
Section 10: W/2 NW/4 & NW/4 SW/4

Township 27N, Range 104 West, 6th P.M.

Section 23: S/2 SE/4
Section 26: N/2 NE/4

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

274790

RECORDED Sept. 2 1999 10:00 AM
IN BOOK 112 Misc PAGE 155
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYO
By Cathy Easton

and containing 480 acres, more or less.

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

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Magagna Bros., Inc.

James H. Magagna,

Tax ID No.: 81-0207577

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Wyoming .....
} ss.
COUNTY OF Sweetwater .....

On this 1st day of July 19 99, before me personally appeared

James V. Mangano known to me to be the President

of Niagara Bros. Inc

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

SHERRIE L. CHAPMAN-NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires Jan. 6, 2001

Sherrie L. Chapman
Notary Public

My commission expires: Jan 6, 2001

Residing at Rock Springs Wyo

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Magagna Bros., Inc., as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

James H. Magagna

[redacted] [redacted] [redacted]

PRODUCERS 88--PAID UP
Rev. 5-60, No. 2--4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Eric Juel, a married man dealing in his separate property

whose post office address is 1109 Converse Court, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 9: W/2 E/2 & E/2 W/2

274791

RECORDED Sept. 2 1999 10:00 A.M.
IN BOOK 112 OF 6 PAGE 158
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

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

and containing 320 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Eric Juel Eric Juel

SS# 591-38-8434

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 17 day of June 19 99, before me personally appeared

Eric Juel

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Flora A Halter
Notary Public

My commission expires:
Mar. 5, 2003

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater — State of Wyoming
My Commission Expires March 5, 2003

Residing at Rock Springs, Wy

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Eric Juel, a married man dealing in his separate property, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Eric Juel

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between Leonard W. Hay, a widower

whose post office address is 118 3rd St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and Wolverine Gas & Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

Township 28 North, Range 104 West, 6th P.M.

Section 4: Lot 4 & W/2 SW/4
Section 5: Lot 1 & Lot 2 & Lot 3 & N/2 SE/4 & NE/4 SW/4 & SE/4 SE/4
Section 20: N/2 NW/4 & SE/4 NE/4 & E/2 SE/4
Section 21: SW/4 SW/4
Section 25: SE/4 NW/4

274792

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

RECORDED Sept. 2 1999 10:00 AM
IN BOOK 112 OG PAGE 161
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacks

and containing 605.90 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Leonard W. Hay

Leonard W. Hay

SS# 520-42-0535

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 17 day of June 19 99, before me personally appeared

Leonard W. Hay

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Flora A Halter
Notary Public

My commission expires:
Mar 5, 2003

Residing at Rock Springs, Wy

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2003

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Leonard W. Hay, a widower, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Leonard W. Hay

Leonard W. Hay

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-108079

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Ultra Resources, Inc.**
   Street **304 Inverness Way South, Suite 295**
   City, State, ZIP Code **Englewood, CO 80112**

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 107 West, 6th P.M. Section 6: Lots 5, 6, 7, 8, 9 Section 7: NE/4 Section 8: SW/4, NE/4 Section 21: SW/4, NE/4 Section 28: SW/4, NE/4 Containing 1,290.90 acres, more or less Sublette County, Wyoming This Assignment is made pursuant to that certain Letter Agreement dated December 31st, 1997 by and between Texaco Exploration and Production Inc. and Ultra Petroleum Corp. THIS ASSIGNMENT IS LIMITED IN DEPTH FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 4,365' BELOW THE TOP OF THE LANCE FORMATION - SUCH TOP WAS FOUND AT A DEPTH OF 9,040' IN THE ULTRA PETR. BULL DRAW #1-8 WELL LOCATED IN THE NE/4 OF SECTION 8, T28N-R07W, SUBLETTE COUNTY, WYOMING	25.00%	25.00%	0.00%	None	Those of Record

27487

RECORDED Sept 9 1999 11:00 AM
IN BOOK 112 Q-6 PAGE 164
FEES $10.00 M. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

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; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec.17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 18th day of August, 99

Name of Transferor: Texaco Exploration and Production Inc.
Please type or print

Transferor: _____
(Signature)

or Attorney-in-fact: _____
M. J. Davis, Attorney-in-Fact

P. O. Box 2100
(Transferor's Address)

Denver (City) CO (State) 80201 (Zip Code)

Executed this 21st day of August, 1999

Transferee: Ultra Resources, Inc.
Robin Benko
(Signature)

or Attorney-in-fact: Robin Benko
Attorney-in-Fact (Signature)

BURDEN HOURS STATEMENT

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

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

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

[redacted] [redacted] [redacted]

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

On this 18th day of August, 1999, before me personally appeared M. J. Davis, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact of **TEXACO EXPLORATION AND PRODUCTION INC.** and acknowledged to me that he subscribed the name of **TEXACO EXPLORATION AND PRODUCTION INC.** thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

Maureen Sue Kern

Maureen Sue Kern, Notary Public

My Commission Expires: January 11, 2002

MAUREEN SUE KERN
NOTARY PUBLIC
STATE OF COLORADO

MAUREEN SUE KERN
MY COMMISSION EXPIRES
JANUARY 11, 2002

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Producers 88
Rocky Mountain 1988
(Paid-Up Rev. 1988)

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PAID-UP
OIL AND GAS LEASE

274874

RECORDED Sept. 9 1999 M 11:00A
IN BOOK 112 O+G PAGE 167
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIS AGREEMENT, made and entered into this 19th day of July 19 99 by and between

The Circle Cattle Company Limited Partnership (a Wyoming Limited Partnership), also known as Circle Cattle Company

of P.O. Box 189, 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, State of Wyoming, described as follows, to-wit:

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M.
Section 20: N1/2NE1/4, NE1/4NW1/4
Section 22: E1/2SW1/4, SE1/4

See "Addendum to Oil and Gas Lease" attached hereto and made a part hereof.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 360.00 acres, whether there actually be more or less.

INITIAL

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.

J.M.

Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from July 20, 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.

HERE

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 (⅛) 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 (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the First National Bank of Pinedale Bank, at P.O. Box 519, Pinedale, WY 82941 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or this 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 theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

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11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms hereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

The Circle Cattle Company Limited Partnership,
also known as Circle Cattle Company

Gordon M. Mickelson

Gordon M. Mickelson, General Partner

STATE OF WYOMING
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 20th day of July, 1999, before me personally appeared Gordon M. Mickelson, General Partner of The Circle Cattle Company Limited Partnership, also known as Circle Cattle Company to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 20th day of July, 1999.

My commission expires: Jan 2. 2000

JEAN SPARKS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

Jean Sparks
Notary Public for the State of Wyoming
residing at Marbleton, Wy

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 _____

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated July 19, 1999, but effective July 20, 1999, by and between The Circle Cattle Company Limited Partnership (a Wyoming Limited Partnership), also known as Circle Cattle Company, Lessors, and Hanson & Strahn, Inc., Lessee.

1. Wherever the term one-eighth (1/8th) royalty appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read sixteen and one-half percent (16.50%). Lessor shall not bear any "on lease" transportation or processing costs.

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling 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 part thereof, shall be, for the purpose of computing 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 days (120) 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 Lessees 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. During the lease period Lessee shall not be allowed to conduct seismic operations on Lessor's hay meadows during times when same are under irrigation or are being harvested (said Period of exclusion is expected to be approximately from May 1 through August 31). If Lessee employs methods of geophysical exploration whereby drill holes and explosive charges are used, then and only in such case, Lessee shall pay Lessor One Hundred Fifty Dollars ($150.00) for each drill hole that Lessee drills upon the Leased lands and shall post a Ten Thousand Dollar ($10,000.00) bond, at a local bank, for the purpose of guaranteeing proper plugging and reclamation of such drill holes.

Signed for Identification:

THE CIRCLE CATTLE COMPANY LIMITED PARTNERSHIP,
ALSO KNOWN AS CIRCLE CATTLE COMPANY

Gordon M. Mickelson

Gordon M. Mickelson, General Partner

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00411 Assignment Approval Date - AUG 18 1999

ASSIGNOR, with name and address at, **ANDEX RESOURCES, L.L.C.**
1001 FANNIN, SUITE 2000
HOUSTON, TX 77002

being the owner 100 percent **LEASEHOLD**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
TWP 31N, RGE 112W, 6TH PM
SEC 36: ALL
640.00 ACRES, M/L
SUBLETTE COUNTY, WY

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

1) ASSIGNEE, with name and address at:
BELCO ENERGY I L. P.
5735 PINELAND DRIVE, SUITE 300
DALLAS, TX 75231

50 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

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RECORDED Sept. 9 1999 11:00A M
IN BOOK 112 016 PAGE 170
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, **50% LEASEHOLD**

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

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

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

4/19/99

SIGNED AS TO TRANSFER AND ACCEPTANCE this 13TH day of JULY 19 99

ASSIGNOR - ANDEX RESOURCES, L.L.C.	Assignee (1) - BELCO ENERGY I L.P. By Belco Energy Corp., its General Partner
By - Tom L. Dodds	By - Gary Byrd
Title - TOM L. DODDS VICE PRESIDENT	Title - GARY BYRD VICE PRESIDENT, LAND
Attest -	Attest -

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS, AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF July , 1999.

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

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, AS VICE PRESIDENT, LAND OF BELCO ENERGY CORP., A DELAWARE CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF August , 1999.

SHERRY L. BIGELOW
COMMISSION EXPIRES
NOVEMBER 18, 2000

Sherri L Bigelow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

separate units, formations, zones or depths, [illegible]

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

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

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

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

6) 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 Leases do no change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease create therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

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

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

99 AUG 17 AM 9 16
STATE LANDS AND
INVESTMENTS

[redacted] [redacted] [redacted]

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

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IN BOOK 112 O&G PAGE 172
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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

1 Jonah Additional Leasehold Interests

Production, the Contracts, the Equipment, the Records and the Production 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.

"Records" means, collectively, the original corporate charter, bylaws, minute books, stock records and corporate seal of the Company, together with all other books and records of the Company.

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 WITHOUT 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**

[redacted] [redacted] [redacted]

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

Larry W. Catsonis

Eric A. Wrage

Larry W. Catsonis

Eric A. Wrage

Larry W. Catsonis

Eric A. Wrage

MCNIC OIL & GAS PROPERTIES, INC.

By:
Name: Kim Sanders
Title: Attorney-in-Fact

MCNIC OIL & GAS COMPANY

By:
Name: Kim Sanders
Title: Attorney-in-Fact

ROCKIES ACQUISITION PROPERTIES, INC.

By:
Name: Kim Sanders
Title: Attorney-in-Fact

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 se

My Commission Expires:

May 8, 2001

KIMBERLY DICKSON Comm. Expires NOTARY PUBLIC May 8, 2001 WAYNE COUNTY, MICH.

Kimberly Dickson, 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:

May 8, 2001

KIMBERLY DICKSON Comm. Expires NOTARY PUBLIC May 8, 2001 WAYNE COUNTY, MICH.

Kimberly Dickson, Notary Public
In the County of Wayne, State of Michigan

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____, the _____ of **ROCKIES ACQUISITION PROPERTIES, INC.**, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:

_____

_____
_____, Notary Public
In the County of _____, State of _____

Corporate Acknowledgement

STATE OF MICHIGAN)
)§
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 15th, day of April, 1999, by Kim Sanders, the Attorney-in-fact of Rockies Acquisition Properties, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires:

May 8, 2003

KIMBERLY DICKSON Comm. Expires NOTARY PUBLIC May 8, 2001 WAYNE COUNTY, MICH.

Kimberly Dickson

Kimberly Dickson, Notary Public
In the County of Wayne, State of Michigan

[redacted] [redacted] [redacted]

SCHEDULE 1

EXCLUDED ASSETS

Exhibit 'A'
Sublette, Wyoming

Lease Name/ Number	Lessee	Lease Date	Exp. Date	Description	Acres	Recording Book	Recording Page
ST WY 92-00189	McMurry Oil Company	04/02/92	09/01/99	Township 27 North, Range 107 West, 6th P.M. Section 8: SW/4SE/4	40.00	88	439
ST WY 92-00190	McMurry Oil Company	04/02/92	09/01/99	Township 27 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88	439
ST WY 92-00196	McMurry Oil Company	04/02/92 HBP	04/01/98	Township 29 North, Range 108 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88	445
ST WY 92-00198	McMurry Oil Company	04/02/92 HBP	04/01/98	Township 30 North, Range 108 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	447
ST WY 92-00199	McMurry Oil Company	04/02/92 HBU	04/01/97	Township 29 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	448
ST WY 93-00553	McMurry Oil Company	12/02/93 HBU	12/01/98	Township 28 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	96	5
ST WY 93-00554	McMurry Oil Company	12/02/93 HBU	12/01/98	Township 28 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	96	3
ST WY 94-00147	McMurry Oil Company	4/01/94	02/03/00	Township 29 North, Range 107 West, 6th P.M. Section 14: NE/4SE/4	40.00	96	424
ST WY 94-00148	McMurry Oil Company	04/01/94	02/03/00	Township 29 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	96	426
ST WY 93-00109	McMurry Oil Company	03/01/93 HBU	02/28/98	Township 29 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	92	273
ST WY 92-00412	McMurry Oil Company	12/01/92 HBP	09/01/99	Township 28 North, Range 108 West, 6th P.M. Section 36: NW/4, SE/4	320.00	91	363

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Enron Oil & Gas Company, 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee," an undivided one-third (33.33%) of Assignor's right, title and interest in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Partial Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

IN WITNESS WHEREOF, this instrument is executed this 4th day of June, 1999.

ASSIGNOR:

ENRON OIL & GAS COMPANY

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

274881

RECORDED Sept. 9 1999 11:00 AM

BOOK 112 O+G PAGE 182

FEE $11.00

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

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ASSIGNEE:

SENECA RESOURCES CORPORATION

By: _____
~~William M. Petmecky~~
~~Senior Vice President~~
John F. McKnight
Vice President, Land & Legal

STATE OF COLORADO)
) §
COUNTY OF DENVER)

This instrument was acknowledged before me on this the 14th day of June, 1999, by Andrew C. Morris, Agent and Attorney-in-Fact for ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation

Expiration Date:
7-26-2002

Betty A. Herrold
Betty A. Herrold
Notary Public

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 16th day of July, 1999 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Notary Public in and for the State of Texas

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc #	Lessor Name	Lease Date	Legal Description
75889-000 (Meadow Canyon)	USA WYW-129160	06/01/1993	T31N-R113W, 6TH P.M. Sec. 6: Lots 1,2,3,4,5,6,7, S2NE, SENW, E2SW, SE Sec. 13: S2SE Sec. 28: SWSW Sec. 34: W2SE, SESE Sublette County, WY
75862-000 (Meadow Canyon)	USA WYW-146486	10/01/1998	Insofar and only insofar as lease covers: T34N-R113W 6TH P.M. Sec. 25: SE/4 Sec. 35: SE/4 Sublette County, WY
75857-000 (Meadow Canyon)	USA WYW-146482	10/01/1998	T31N-R113W, 6TH P.M. Sec. 7: Lots 1,2,3,4, E2, E2W2 Sec. 18: Lots 1,2,3,4, E2, E2W2 Sublette County, WY
75858-000 (Meadow Canyon)	USA WYW-146483	10/01/1998	T31N-R113W, 6TH P.M. Sec. 14: W2SE, SESE Sec. 24: NW, N2SW Sublette County, WY
75859-000 (Meadow Canyon)	USA WYW-146488	10/01/1998	T32N-R114W, 6TH P.M. Sec. 12: Lots 1,2, S2NE, N2SE, SESE Sublette County, WY
75885-000 (Meadow Canyon)	STATE OF WYOMING 98-00598	11/02/1998	T 32N-R113W, 6TH P.M. Sec. 36: All Sublette County, WY

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Enron Oil & Gas Company, 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee," an undivided one-third (33.33%) of Assignor's right, title and interest in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

Assignor reserves, however, and there is not hereby conveyed, an overriding royalty interest equal to nineteen percent (19%) of 8/8ths of the oil, gas and, if applicable, other minerals produced and saved from the Leases, proportionately reduced to the interest herein conveyed. Said overriding royalty interest shall bear and absorb the burden of all royalty interests, overriding royalty interests, production payments and any other burdens on production which currently exist of record against the Leases. The reserved overriding royalty interest shall be free of all costs and expenses of exploration, development, production, operating and marketing (including costs for dehydrating, treating, boosting, compressing or otherwise treating the production that occur on the land covered by the Lease); provided, however, that the override shall bear its proportionate share of costs and expenses incurred off the land covered by the Lease that may be charged to the lessor's royalty under the applicable Lease. Said overriding royalty interest shall apply to any renewals or extensions of the Leases which may be taken by Assignor, Assignees or their respective successors or assigns within one year from termination of the relevant Lease. If any of the Leases cover less than the full interest in the lands described therein and covered by this Assignment, then said overriding royalty interest shall be proportionately reduced as to the relevant Lease. Assignee is hereby given the right and power, without further approval from Assignor, to pool said overriding royalty interest in the same manner and to the same extent as is provided in the relevant Lease for the pooling of its Lessor's interest.

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Partial Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

274888

RECORDED Sept. 9 1999 11:00 A M
IN BOOK 112 OTS PAGE 185
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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IN WITNESS WHEREOF, this instrument is executed this 4th day of June, 1999.

ASSIGNOR:

ENRON OIL & GAS COMPANY

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

ASSIGNEE:

SENECA RESOURCES CORPORATION

By: _____
~~William M. Petmecky~~
~~Senior Vice President~~
John F. McKnight
Vice President, Land & Legal

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STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 16th day of July, 1999 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Notary Public in and for the State of Texas

STATE OF COLORADO)
) §
COUNTY OF DENVER)

This instrument was acknowledged before me on this the 6th day of June, 1999, by Andrew C. Morris, Agent and Attorney-in-Fact for ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation

Betty A. Herrold
Notary Public

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

Expiration Date:
7-26-2002

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MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75359-028 (Ruben)	MARGERY WAGNER	02/11/1999	Bk 110, Pg 260	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-027 (Ruben)	PATRICIA ANGUS MCMORDIE & MICHAEL R. MCMORDIE, individually and as Heirs	02/11/1999	Bk 109, Pg 438	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-016 (Ruben)	DIOCESE OF CHEYENNE	03/18/1998	Bk 107, Pg 587	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-017 (Ruben)	RICHARD E. MOUNTS & DIANA M. MOUNTS, individually and as Heirs	12/29/1998	Bk 108, Pg 38	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75359-018 (Ruben)	MARGERY J. MORAN	12/29/1998	Bk 108, Pg 54	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-019 (Ruben)	ROBERT L. HALLMAN, individually and as Heir	12/29/1998	Bk 108, Pg 540	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-020 (Ruben)	BONNIE DU BOIS, individually and as Heir	12/29/1998	Bk 108, Pg 491	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-022 (Ruben)	JANE E. MUIR, individually and as Heir	12/29/1998	Bk 109, Pg 543	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75359-024 (Ruben)	JAMES ANGUS & KAREN P. ANGUS, individually and as Heirs	02/11/1999	Bk 109, Pg 442	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75359-025 (Ruben)	MILDRED A. WALSH, individually and as Heir	12/29/1998	Bk 108, Pg 105	Insofar as Lease Covers: T31N-R113W Sec. 24: SWSW Sec. 25: N2NW Sec. 26: NENE Sublette County, Wyoming
75496-028 (Backyard)	JULIE S. MCINNIS, also known as Julie Sears McInnis	03/30/1998	Bk 108, Pg 24	T31N-R113W Sec 15: S2S2 Sec. 21: E2NE Sec. 22: N2N2, S2NW, SWNE Sublette County, Wyoming
75496-011 (Backyard)	DIANNA J. GOODMAN	04/07/1998	Bk 108, Pg 96	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22:N2N2, S2NW, SWNE T32N-R114W SEC 11: LOTS 2,3, SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2,3,4, N2NE, SENW, E2SW Sublette County, WY

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75496-012 (Backyard)	CHARLES GOODMAN, JR.	04/07/1998	Bk 108, Pg 102	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22:N2N2, S2NW, SWNE T32N-R114W SEC 11: LOTS 2,3, SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2,3,4, N2NE, SENW, E2SW Sublette County, WY
75496-013 (Backyard)	SHELLEY R. GOODMAN, also known as Shelly Goodman	04/07/1998	Bk 108, Pg 99	T31N-R113W Sec 15: S2S2 Sec 21: E2NE Sec 22: N2N2, S2NW, SWNE T32N-R114W Sec 11: Lots 2, 3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2, 3, 4, N2NE, SENW, E2SW Sublette County, Wyoming
75496-014 (Backyard)	ENGER S. LUNDERSHAUSEN, also known as Inger K. Lundershausen	04/06/1998	Bk 109, Pg 547	T31N-R113W Sec 15: S2S2 Sec 21: E2NE Sec 22: N2N2, S2NW, SWNE T32N-R114W Sec 11: Lots 2, 3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2, 3, 4, N2NE, SENW, E2SW Sublette County, Wyoming

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MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75496-015 (Backyard)	SHANE GOODMAN	04/07/1998	Bk 108, Pg 292	T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22:N2N2, S2NW, SWNE T32N-R114W SEC 11: LOTS 2,3, SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2,3,4, N2NE, SENW, E2SW Sublette County, Wyoming
75774-005 (Meadow Canyon)	CARL E. BUDD	03/31/1998	Bk 108, Pg 21	T32N-R113W Sec 8: Lots 1,2,S/2NE, SENW, N/2SW, NESE Sec 9: Lots 3,4,S/2NW, NWSW T33N-R113W Sec 34: S/2NE, SE/4 Sec 35: SW/4 Sublette County, Wyoming
75774-006 (Meadow Canyon)	DAVID S. BUDD, ET UX	03/31/1998	Bk 108, Pg 18	T32N-R113W Sec 8: Lots 1,2,S/2NE, SENW, N/2SW, NESE Sec 9:Lots 3,4,S/2NW, NWSW T33N-R113W Sec 34: S/2NE, SE/4 Sec 35: SW/4 Sublette County, Wyoming
75780-003 (Meadow Canyon)	SANDRA E. WOHRMAN AND FREDERICK R. WOHRMAN	01/08/1998	Bk 107, Pg 138	T33N-R113W Sec 10: S2SE, NWSE, NESW Sec 11: S2NW, N2SW Sublette County, Wyoming

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75496-017 (Backyard)	PAMALA C. JOHNSON, also known as Pamela Chrisman Johnson, et vir	03/03/1998	Bk 107, Pg 578	T32N-R114W Sec 11: Lots 2, 3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2, 3, 4, N2NE, SENW, E2SW Sublette County, Wyoming
75496-018 (Backyard)	GAUIS R. SHAVER AND STELLA C. SHAVER, individually and as Trustees	02/10/1998	Bk 107, Pg 575	T32N-R114W Sec 11: Lots 2, 3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2, 3, 4, N2NE, SENW, E2SW Sublette County, Wyoming
75496-020 (Backyard)	FRANK E. SEARS, JR., INDIV & TRUSTEE OF FRANK E. SEARS REVOCABLE TRUST DATED 12/29/92	02/10/1998	Bk 107, Pg 528	T32N-R114W Sec 11: Lots 2, 3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2, 3, 4, N2NE, SENW, E2SW Sublette County, Wyoming
75496-023 (Backyard)	PAMELA C HAMILTON	02/10/1998	Bk 107, Pg 141	T32N-R114W Sec 11: Lots 2,3, SE/NW T33N-R113W Sec 30: S2SE Sec 31: Lots 2,3,4,N2NE, SENW, E2SW Sublette County, Wyoming
75496-024 (Backyard)	FRANK W SEARS, also known as Frank W. "Bill" Sears	02/10/1998	Bk 107, Pg 581	T32N-R114W Sec 11: Lots 2,3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2,3,4,N2NE, SENW, E2SW Sublette County, Wyoming

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MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc # Prospect	Lessor Name	Effective Date	Recorded	Legal Description
75496-026 (Backyard)	JULIE SEARS MCINNIS	02/10/1998	Bk 107, Pg 572	T32N-R114W Sec 11: Lots 2,3, SENW T33N-R113W Sec 30: S2SE Sec 31: Lots 2,3,4,N2NE, SENW, E2SW Sublette County, Wyoming
75793-002 (Meadow Canyon)	MURIEL GRAY, individually and as Heir	03/03/1998	Bk 107, Pg 525	T32N-R114W Sec 14: SENW, W2NE, SENE Sublette County, Wyoming
75793-003 (Meadow Canyon)	GORDON H. BROWN AND PATRICIA H. BROWN, Individually and as Trustees	05/05/1998	Bk 108, Pg 61	T32N-R114W Sec 11: SWSW Sec 14: W2NE, SENE, SENW Sublette County, Wyoming
75793-004 (Meadow Canyon)	HELEN L. HOPKINS, individually and as Trustee	05/05/1998	Bk 108, Pg 58	T32N-R114W Sec 11: SWSW Sec 14: W2NE, SENE, SENW Sublette County, Wyoming
75840-000 (Meadow Canyon)	MARGARET S. BALL	04/02/1998	Bk 107, Pg 548	T33N-R112W Sec 29: SENE, E2SE Sec 32: E2NE, SWNE, S2NW, N2S2 Sublette County, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

NORTH AMERICAN RESOURCES COMPANY ("Assignor"), whose address is 16 East Granite, Butte, MT 59701, for the payment of ten dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the terms and conditions hereof, does by these presents, GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN to **DONALD B. ANDERSON, Ltd.** ("Assignee"), whose address is 6400 South Fiddler's Green, #1750, Englewood, Colorado, 80111, fifty percent (50%) of Assignor's right, title and interest in and to the estates created by that certain State of Wyoming oil and gas lease 98-00212 dated May 2, 1998, by and between The State of Wyoming, as Lessor, and North American Resources Company, as Lessee, insofar and only insofar as the lease covers the S/2, S/2NW/4, NW/4NW/4, SW/4NE/4 of Section 16, Township 30 North, Range 114 West, Sublette County, Wyoming.

THIS Assignment is made subject to the terms and conditions of that certain Joint Operating Agreement dated August 24th, 1999, by and between the Assignor and the Assignee. This Assignment covers a State of Wyoming oil and gas lease and is not intended convey any additional interest over and above the interests conveyed on the governmental assignment form.

Assignor makes no representation or warranty of title to the Leases and Lands assigned hereby. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor 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.

Executed this 24th day of August 1999.

ASSIGNOR:

NORTH AMERICAN RESOURCES COMPANY

By: _____
James I. Benner, President

_____
Mary M. Crowe, Asst. Secretary

ASSIGNEE:

DONALD B. ANDERSON, LTD.

By: _____
Joseph C. Anderson, Partner

274883

RECORDED Sept. 9 1999 11:00a M
IN BOOK 112 Oth6 PAGE 195
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

ACKNOWLEDGEMENTS

STATE OF MONTANA

COUNTY OF Silver Bow

The foregoing instrument was acknowledged before me this 26th day of August, 1999, by James J. Benner, as President of North American Resources Company.

My Commission Expires: 11/15/2000

Notary Public

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 3rd day of September, 1999, by Joseph C. Anderson, as Partner of DONALD B. ANDERSON, LTD..

My Commission Expires: 05/21/2001

Notary Public

DONNA R. COVERT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/21/2001

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Sara Broderson Saunders, 1882 Downing Street, Memphis, TN 38117, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto **Louis A. Saunders**, 1854 Downing Street, Memphis, TN 38117, hereinafter called "Grantee", all of Grantor's right, title and interest in and to all production royalties paid on all oil, gas and other minerals produced and saved from the following described lands in Sublette County, State of Wyoming, to-wit:

Sublette County, Wyoming

Township 31 North, Range 108 West, 6th P.M.
Section 4: Lots 2, 3, 4
Section 6: Lots 5, 6, 7, 12, 13, SE/4NW/4
Section 7: Lots 1, 2, NW/4NE/4

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

Township 31 North, Range 109 West, 6th P.M.
Section 1: S/2NE/4, S/2SW/4, NE/4SW/4, N/2SE/4, SW/4SE/4, Lot 5
Section 11: E/2NE/4
Section 12: Lots 1, 2, 3, 4, NW/4NW/4

EXCEPTING AND RESERVING THEREFROM the following described tracts, to-wit:

(a) A parcel or tract of land situated in the SE/4SE/4 of Section 33, Township 32 North, Range 108 West, 6th P.M., said parcel being more particularly described as follows:

Beginning at the Southeast corner of the said Section 33, thence North along the East line of the Section, a distance of 295.16 feet; thence North 89°50" 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 South 89° 50" East, along the South line of the section, a distance of 295.16 feet to the point of beginning. Said parcel contains 2.0 acres, more or less.

(b) A parcel or tract of land situated in the SE/4NE/4 of Section 33, Township 32 North, Range 108 West, 6th P.M., 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 208.7 feet; thence North 153.81 feet; thence West 208.7 feet; thence North 264.51 feet; thence East 208.7 feet; thence North 277.7 feet; thence East 208.7 feet to the point of beginning.

TO HAVE AND TO HOLD the above described interests with all rights, privileges, and appurtenances thereunto or in any wise belonging to the Grantee herein, its successors and assigns forever.

274885

RECORDED Sept 9 1977 11:20A
IN BOOK 112 Misc PAGE 197
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Grantor executes this instrument this 19th day of August, 1999.

Sara Broderson Saunders
Sara Broderson Saunders

STATE OF TENNESSEE)
ss.
COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 19th day of August, 1999, by Sara Broderson Saunders.

Witness my hand and official seal.

Wm E Russell, Jr.
Notary Public

My Commission expires:

1/29/2002

WM. E. RUSSELL, JR. NOTARY PUBLIC AT LARGE My Commission Expires JAN. 29, 2002 SHELBY COUNTY, TENNESSEE

198

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (the "Assignment") is from **TOM BROWN, INC.** whose address is 555 17th Street, Suite 1850, Denver, Colorado 80202-3918 ("Assignor"), to **CROWN OIL & GAS COMPANY, INC.**, whose address is 152 Caplet Road, P. O. Box 519, Big Piney, Wyoming 83113 ("Assignee")

Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated effective August 1, 1999 (the "Agreement"), whereby Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Property; and

This Assignment is executed and delivered pursuant to the Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

In consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged; Assignor does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Assignee all of Assignor's right, title and interest in, to and under the following:

(a) The oil, gas and mineral leases and other interests in oil and gas described in Exhibit "A" and all rights, privileges and obligations appurtenant to the leases INSOFAR AND ONLY INSOFAR AS the leases cover and include the lands, depths and rights described in Exhibit "A" (the "Leases");
(b) The non-producing, shut-in oil and gas well described on Exhibit "A", as well as all surface and down-hole equipment, fixtures, related inventory, gathering, transportation and/or transmission pipelines and related equipment, storage and treating facilities and other personal property used on or in connection with the operations of such well (the "Well");
(c) The agreements, orders, decisions of state or federal regulatory authorities applicable to the Well and/or the Leases, farmout agreements and farmin agreements related to Seller's interests in the Leases and/or the Well, assignments of operating rights, working interests, subleases, and any and all other agreements relating to the Leases and/or the Well, including, but not limited to, the agreements described in Exhibit "A" (the "Related Contracts");
(d) Rights-of-ways, easements, road use agreements, surface agreements, servitudes and similar interests, permits, authorizations and licenses of any nature owned, held or operated acquired or used in connection with operations on the Well or the Leases to the extent that they are transferable and subject to any consents to assignment or transfer to which they may be subject; and,
(e) Contracts and/or agreements for the purchase of oil, gas and/or other hydrocarbons produced from or allocated to the Well or the Leases to the extend they are transferable and subject to any consents to assignment or transfer to which they may be subject.

TO HAVE AND TO HOLD said oil, gas and mineral leases with all rights thereunder and incident thereto unto Assignees, their successors and assigns forever. This Assignment is being made without warranty of any kind whatsoever, expressed or implied, but with full substitution and subrogation of any and all prior rights and actions of warranty with which Assignor may have.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PROVISION, THIS ASSIGNMENT IS FURTHER MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY, ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE INTHEIR "AS IS, WHERE IS CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCJANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND OF TITLE OR AGAINST INFRINGEMENTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, SATUTORY OR IMPLIED, AS TO THE (I) THE ACCURACY, COMPLETEMESS OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO ASSIGNEE IN CONNECTION WITH THE PROPERTY; (II) THE QUALITY AND QUANTITY OF HYDROCARON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTY; (III) THE ABIITY OF THE PROPERTY TO PRODUCE HYDROCARBONS, INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND DISTRIBUTION OF INTERESTS, OR (IV) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE PROPERTY. The parties agree that to the extent required by applicable law, the disclaimers of certain warranties contained in this section are "conspicuous".

Assignor and Assignee agree to execute, acknowledge and deliver to each other such further documents, and take such other action, as may be reasonably necessary to carry out the purposes of the Agreement.

274957

RECORDED Sept. 15 1999 9:40 M
IN BOOK 112 Of 6 PAGE 199
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Yates

[redacted] [redacted] [redacted]

This Assignment and the legal relationship between the parties hereto shall be governed by, and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of laws.

This Assignment is expressly made subject to all of the terms and conditions of the oil, gas and mineral leases on the attached Exhibit "A", and any agreements between Assignor and Assignees, whether of public record or not.

IN WITNESS WHEREOF, this Assignment is executed on this the 27th day of July, 1999, but effective for all purposes as of 7:00 A.M. August 1, 1999.

TOM BROWN, INC.

By: _____
Richard B. Porter
Attorney-in-Fact

CROWN OIL & GAS COMPANY, INC.

By: _____
DAVID W. NEHER, PRESIDENT

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned authority, on this 27th day of July, 1999, personally appeared RICHARD B. PORTER, Attorney-in-Fact, for TOM BROWN, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

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

My commission expires:
4/3/2000

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public
Address: 295 17TH St. #1850
LITTLETON CO 80127

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 2nd day of July, 1999, personally appeared David W Neher, as President of CROWN OIL & GAS COMPANY, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

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

My commission expires:
Jan 2, 2000

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

_____
Notary Public
Address: BOX 4875
Marbleton WY 83113

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective August 1, 1999 from Tom Brown, Inc., as Assignor, to Crown Oil & Gas Company, Inc., as Assignee.

LEASES

Lessor:	1st National Bank of Kemmerer, Trustee of Fear Family Trust
Original Lessee:	Thomas F.Stroock
Description:	***Insofar and only insofar as said lease Cover the following described lands:*** <u>Township 28 North, Range 111 West</u> Section 18: E/2SW/4 less those lands lying East or above the line of survey of the Highline Canal Sublette County, Wyoming
Recorded:	Book 48, Page 632

Lessor:	Patricia Ramage Steadman and husband, Harry J. Steadman
Original Lessee:	Belco Petroleum Corporation
Description:	<u>Township 28 North, Range 111 West</u> Section 18: E/2SW/4 less those lands lying East or above the line of survey of the Highline Canal Sublette County, Wyoming
Recorded:	Book 51, Page 568

WELL

Well Name:	Chapel Canyon #30-18 Well
Located:	<u>Township 28 North, Range 111 West</u> Section 18: SW/4 3,943' FEL, 1500' FSL Sublette County,Wyoming
State of Wyoming ID No.:	49-035-20675

RELATED CONTRACTS

Contract:	Farmout Agreement
Date:	May 20, 1982
Parties:	Getty Oil Company, Farmor; Energetics, Inc., Farmee
Lands Covered:	<u>Township 28 North, Range 111 West</u> Section 18: SW/4 Among other lands Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ **274981**
COUNTY OF SUBLETTE §

RECORDED Sept. 15 1999 4:15p M
IN BOOK 112 Of 6 PAGE 202
FEES $ 12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

HUNT OIL COMPANY, whose address is 1445 Ross at Field, Dallas, Texas 75202-2785, and **McMURRY OIL COMPANY**, whose address is P. O. Box 220, Casper, Wyoming 82602 (herein collectively "Assignors"), for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER without warranty, either express or implied unto **CROWN OIL & GAS COMPANY, INC.**, whose address is 152 Calpet Road, P. O. Box 519, Big Piney, Wyoming 83113 ("Assignee") all of Assignors' right, title and interest in the following described properties, rights and interests (the "Assets"):

A. The oil and gas lease set forth on Exhibit "A" attached hereto (the "Lease") insofar and only insofar as said Lease covers the lands and depths described on Exhibit "A";

B. The well (whether producing or non-producing), lease and surface equipment, personal property, facilities, fixtures, and appurtenances used or related to the Lease; SAVE AND EXCEPT that certain Easement for Gas Pipeline dated October 2, 1986 No. 4586, Bird Canyon, from the State of Wyoming to Terra Resources, Inc., now owned by Hunt Oil Company, which easement is located as more particularly described in said Easement and the pipeline and all other equipment appurtenant to said pipeline; and

C. The oil, natural gas, liquids or condensate inventory, including "line fill" and inventory below the pipeline connection in tanks as of 7 a.m., local time, March 1, 1999 (the "Effective Date").

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made with warranty of title, by, through and under Assignors, but not otherwise. ALL EQUIPMENT, WELLS AND PERSONAL PROPERTY ARE SOLD AS IS, WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY DENIED.

Assignee hereby assumes and agrees to be bound by all the terms and conditions of the Lease. Assignee further assumes its proportionate share of the plugging and abandonment and surface restoration obligations affecting all the lands set forth in Exhibit "A" in accordance with all applicable rules and regulations.

Assignors retains all duties, responsibilities, obligations and liabilities as owner of the Properties accruing prior to the Effective Date (as hereinafter defined) and agrees to indemnify, defend and hold harmless Assignee from any and all liabilities therefore. Likewise, Assignee assumes all duties, responsibilities, obligations and liabilities as owner of the Properties accruing after the Effective Date and agrees to indemnify, defend and hold harmless Assignors from any and all liabilities therefore.

Assignors shall be entitled to all proceeds accruing to the Properties prior to the Effective Date and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the

Properties prior to the Effective Date. Assignee shall be entitled to all proceeds accruing to the Properties after the Effective Date and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the Properties after the Effective Date. All ad valorem taxes shall be prorated between Assignors and Assignee as of the Effective Date.

Assignors agrees to execute, acknowledge where necessary and deliver unto Assignee all such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other acts and things as may be necessary more fully to grant, convey and assign unto Assignee the rights, interest and properties conveyed hereby or intended so to be.

IN WITNESS WHEREOF, this Assignment and Bill of Sale has been executed and delivered effective for all purposes, as of 7:00 o'clock a.m. local time at the locations of the Properties, on March 1, 1999 (the "Effective Date").

ASSIGNORS:

HUNT OIL COMPANY

By: _____
Thomas J. Reed
Vice President

FPB/DKH

McMURRY OIL COMPANY

By: _____
Printed Name: John W. Martin
Title: President

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____
David W. Neher
President

Signature Page attached to and made a part of this Assignment and Bill of Sale between Hunt Oil Company and McMurry Oil Company, as Assignors, and Crown Oil & Gas Company, Inc., as Assignee, covering certain land in Sublette County, Wyoming.

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by Thomas J. Reed, as Vice President of **HUNT OIL COMPANY**, this 24th day of June, 1999.

WITNESS my hand and official seal.

My Commission Expires:

05/26/03

NOTARY PUBLIC STATE OF TEXAS
Cleta Sander
Notary Public, State of Texas
My Comm. Expires 05/26/03

Cleta Sander
Notary Public

STATE OF Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by John W. Martin, as President of **McMURRY OIL COMPANY**, this 14 day of July, 1999.

LYNETTE JOHNSON NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My Commission Expires:

11-30-2002

My Commission Expires 11/30/2002

Lynette Johnson
Notary Public

STATE OF Wyoming §
§
COUNTY OF Sublette §

The foregoing instrument was acknowledged before me David W. Neher, President of **CROWN OIL & GAS COMPANY, INC.**, this 20th day of August, 1999.

WITNESS my hand and official seal.

My Commission Expires:

4-9-2002

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

Sallie Waters
Notary Public

Acknowledgment Page attached to and made a part of this Assignment and Bill of Sale between Hunt Oil Company and McMurry Oil Company, as Assignors, and Crown Oil & Gas Company, Inc., as Assignee, covering certain land in Sublette County, Wyoming.

EXHIBIT A

Attached to and made a part of the Assignment and Bill of Sale
from Hunt Oil Company and McMurry Oil Company
to Crown Oil Company dated effective March 1, 1999

LEASE:	P53421-00
LESSOR:	WYOMING STATE LEASE #72-28069
LESSEE:	BETTY B. SHAFFER
LEASE DATE:	NOVEMBER 13, 1972
DESCRIPTION:	T27N-R111W SECTION 16: SE4, SW4* SUBLETTE COUNTY, WYOMING

*Hunt Oil Company owns from the surface to 10,707 feet below the surface and McMurry Oil Company owns from the surface to 10,550 feet below the surface.

[redacted] [redacted] [redacted]

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, the undersigned, Energy Investments, Inc. of 168 Parkview, Golden, Colorado 80401, by Assignment of Overriding Royalty dated May 7, 1997 and recorded on September 11, 1997 in Book 105, Page 230 in Sublette County, Wyoming, did incorrectly assign overriding royalty to the Assignees set forth below;

Whereas, Energy Investments, Inc. would like correct the Assignment of Overriding Royalty with this Corrective Assignment of Overriding Royalty setting forth the proper and corrected override to each of the Assignees;

Whereas, Energy Investments, Inc.., hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty reserved in that certain Assignment of Oil and Gas leases from Energy Investments, Inc. to Ultra Petroleum Corp. dated January 8, 1997 and recorded in Book 104 at Page 256 in the Sublette County, Wyoming records unto:

Assignees	Overriding Royalty
Energy Investments, Inc. 168 Parkview Ave. Golden, Colorado 80401	0.583345% of 8/8ths
Dual Resources, Inc. 475 17th Street, Suite 980 Denver, Colorado 80202	1.16669% of 8/8ths
Travis Energy Group, Inc. C/O William T. Brown, Jr. 730 17th Street, Suite 250 Denver, Colorado 80202-3606	0.583345% of 8/8ths
J. Timothy Brittan 730 17th Street, Suite 250 Denver, Colorado 80202-3606	0.583345% of 8/8ths
James D. Brownlie 475 17th Street, Suite 980 Denver, Colorado 80202	0.583345% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL OF IT'S INTEREST AS TO THE OVERRIDE IN LEASES SET OUT IN ATTACHED EXHIBIT A, IN THE FOLLOWING PERCENTAGES:

ENERGY INVESTMENTS, INC.	**16.6667%**
DUAL RESOURCES, INC.	**33.3333%**
TRAVIS ENERGY GROUP, INC.	**16.6666%**
J. TIMOTHY BRITTAN	**16.6666%**
JAMES D. BROWNLIE	**16.6666%**

This Overriding Royalty shall be for all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said leases. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

274982

RECORDED Sept. 15 1999 4:15P M.
IN BOOK 112 Dt6 PAGE 206
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

206

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

IN WITNESS WHEREOF, This instrument is executed this 10th day of September, 1999, without warranties, either express or implied.

ENERGY INVESTMENTS, INC.

BY: _____
Stephen P. Chamberlain
President

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF ~~JEFFERSON~~ Denver)

BE IT REMEMBERED, that on this 10th day of September, 1999, before me personally appeared Stephen P. Chamberlain to me personally known, who, being by me duly sworn, did say that he is the President of Energy Investments, Inc., a Colorado corporation and said Officer acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and seal this 10th day of September, 1999.

My commission expires: 5/12/2002

_____
Notary Public
Residing at: Denver Co

CODY R. GERTZ NOTARY PUBLIC STATE OF COLORADO

Exhibit "A"
Sublette County, Wyoming

Attached to and made a part of that Corrective Assignment of Overriding Royalty dated September ____, 1999, by and between Energy Investment, Inc. and Dual Resources, Inc. et al.

LESSOR: United States of America WYW 135123
LEASE DATE: 2/01/95
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 32 North, Range 109 West, 6th P.M.
Section 4: Lots 5, 6, 7, 11, 12, 13 & 14
Section 5: Lots 1
Section 10: W2/NE4, W2, SE4
Section 14: W2/NW4, SE4/NW4, SW4, W2/SE4, SE4/SE4
Section 15: E2
Section 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12
Section 19: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12

209

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, the undersigned, Energy Investments, Inc. of 168 Parkview, Golden, Colorado 80401, by Assignment of Overriding Royalty dated May 7, 1997 and recorded on September 11, 1997 in Book 105, Page 224 in Sublette County, Wyoming, did incorrectly assign overriding royalty to the Assignees set forth below;

Whereas, Energy Investments, Inc. would like correct the Assignment of Overriding Royalty with this Corrective Assignment of Overriding Royalty setting forth the proper and corrected override to each of the Assignees;

Whereas, Energy Investments, Inc., , hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty reserved in that certain Assignment of Oil and Gas leases from Energy Investments, Inc. to Ultra Petroleum Corp. dated January 8, 1997 and recorded in Book 104 at Page 256 in the Sublette County, Wyoming records unto:

Assignees	Overriding Royalty
Energy Investments, Inc. 168 Parkview Golden, Colorado 80401	0.166667% of 8/8ths
Dual Resources, Inc. 475 17th Street, Suite 980 Denver, Colorado 80202	0.33333% of 8/8ths
Travis Energy Group, Inc. C/O William T. Brown, Jr. 730 17th Street, Suite 250 Denver, Colorado 80202-3606	0.166666% of 8/8ths
J. Timothy Brittan 730 17th Street, Suite 250 Denver, Colorado 80202-3606	0.166666% of 8/8ths
James D. Brownlie 475 17th Street, Suite 980 Denver, Colorado 80202	0.166666% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL OF IT'S INTEREST AS TO THE OVERRIDE IN LEASES SET OUT IN ATTACHED EXHIBIT A, IN THE FOLLOWING PERCENTAGES:

ENERGY INVESTMENTS, INC.	**16.6667%**
DUAL RESOURCES, INC.	**33.3333%**
TRAVIS ENERGY GROUP, INC.	**16.6666%**
J. TIMOTHY BRITTAN	**16.6666%**
JAMES D. BROWNLIE	**16.6666%**

This Overriding Royalty shall be for all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said leases. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

274983

RECORDED Sept. 15 1999 9:15 M
IN BOOK 112 046 PAGE 209
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stam

[redacted] [redacted] [redacted]

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

IN WITNESS WHEREOF, This instrument is executed this 10th day of September, 1999, without warranties, either express or implied.

ENERGY INVESTMENTS, INC.

BY: _____
Stephen P. Chamberlain
President

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF ~~JEFFERSON~~ Denver)

BE IT REMEMBERED, that on this 10th day of September, 1999, before me personally appeared Stephen P. Chamberlain to me personally known, who, being by me duly sworn, did say that he is the President of Energy Investments, Inc., a Colorado corporation and said Officer acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and seal this 10th day of September, 1999.

My commission expires: 5/1/2002

_____
Notary Public
Residing at: Denver, Co.

CODY R. GERTZ
NOTARY
PUBLIC
STATE OF COLORADO

Exhibit "A"
Sublette County, Wyoming

Attached to and made a part of that Corrective Assignment of Overriding Royalty dated September ____, 1999, by and between Energy Investment, Inc. and Dual Resources, Inc. et al.

LESSOR: State of Wyoming 94-00293
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 16: All

LESSOR: State of Wyoming 94-00294
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 36: NW4/NE4, S2/NE4, NW4, S2

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WY 20452

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00120

Serial No.

WYW130318

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: KAY PAPULAK
   Street: 416 10th Avenue
   City, State, Zip Code: Salt Lake City, Utah 84103

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-9308-409 *Sale Date (m/d/y): 8 / 3 / 93
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

274998

RECORDED Sept 17, 1993 8:25A M
IN BOOK 112 O+G PAGE 212
FEES $10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

Amount remitted: Filing fee $ 75.00 Rental fee $ 2820.00 Total acres applied for 1880.00
Total $ 2895.00

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

AUG 30 1999
Lena Garcia
BUREAU OF LAND MANAGEMENT

93 AUG -4 AM 9:00
RECEIVED
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
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: Pamela J. Lewis
(Signing Officer)
SUPERVISORY LAND LAW EXAMINER SEP 03 1993
(Title) (Date)

EFFECTIVE DATE OF LEASE OCT 01 1993

ORIGINAL

(Continued on reverse)

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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 4th day of August, 19 93. Kay Papulak

Kay Papulak (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.

☆ GOVERNMENT PRINTING OFFICE: 1988—673-016/95010

WY-20452

WYW130318 1880.000 Acres

T.027ON, R.109OW, 06th PM, WY
sec. 012 N2,SW;
013 NW;
014 W2NW,SE;
015 N2,N2S2,SWSW;
023 E2;
024 SW;
Sublette County

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ASSIGNMENT OF OIL AND GAS LEASES

DONALD B. ANDERSON, LTD. ("Assignor"), whose address is 6400 South Fiddler's Green Circle, Suite 1750, Englewood, Colorado, 80111, for the payment of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to **NORTH AMERICAN RESOURCES COMPANY** ("Assignee"), whose address is 16 East Granite, Butte, Montana, 59701, forty-five and one half percent (45.5%) of Assignor's right, title and interest from the surface of the earth down to the of the base of the Hilliard Shale as found in the Johnson Ridge #1 well located in the SW/4 of Section 13, Township 30 North, Range 114 West, Sublette County Wyoming, in and to the following:

(a) The estates and mineral rights created by the oil and gas leases (the "Leases") described on Exhibit "A" attached hereto, insofar and only insofar as the Leases cover and relate to the lands described on Exhibit "A" (the "Lands"), subject to any royalties, overriding royalties, production payments or other similar interests of record as of the date hereof; and

(b) All agreements relating to the Leases and Lands, including, but not limited to, the terms and conditions of the Leases and that certain Farmout/Farmout Option Agreement dated June 1, 1998, between Assignor and Assignee, and that certain Joint Operating Agreement dated June 1, 1998, between Assignor and Assignee.

Assignor 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 Assignment. Assignee represents that it will make all necessary filings of any assignments or transfers of any kind delivered pursuant to this Assignment in the county, state and/or federal records as applicable.

By federal and state regulations, Assignor and Assignee are required to execute federal and/or state approved transfer and/or assignment forms and file such in the appropriate BLM and State office. It is agreed and understood by Assignor and Assignee that this Assignment is executed simultaneously with those certain transfers and/or assignments between the parties hereto covering Federal Leases WYW-136856 and WYW-130261 and State of Wyoming Lease 97-00730 and that the interests conveyed by such transfers and/or assignments are parallel to and not in addition to the interests conveyed herein.

Assignor makes no representation or warranty of title to the Leases and Lands assigned hereby. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor 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.

EXECUTED this 31st day of Aug, 1999.

ASSIGNOR:

DONALD B. ANDERSON, LTD.

By: _____
Joseph C. Anderson, Partner

ASSIGNEE:

NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner, President

Attest: _____
Mary M. Crowe, Asst. Secretary

275010

RECORDED Sept. 17 1999 11:30 AM
IN BOOK 112 Otg PAGE 215
FEES $12.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

ACKNOWLEDGEMENTS

STATE OF ~~COLORADO~~ Montana)
)
COUNTY OF ~~ARAPAHOE~~ Yellowstone)

The foregoing instrument was acknowledged before me by Joseph C. Anderson as Partner of DONALD B. ANDERSON, LTD., this 9th day of September, 19 99.

WITNESS my hand and official seal.

My commission expires:

10-30-2000

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

Virginia M. Loran
Notary Public

STATE OF MONTANA)
)
COUNTY OF Yellowstone)

The foregoing instrument was acknowledged before me by James J. Benner as president of NORTH AMERICAN RESOURCES COMPANY, this 9th day of September, 1999.

WITNESS my hand and official seal.

My commission expires:

10-30-2000

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

Virginia M. Loran
Notary Public

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EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT OF OIL AND GAS LEASES dated _____ from DONALD B. ANDERSON LTD. to NORTH AMERICAN RESOURCES COMPANY

LESSOR: WYW-136856

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 13: All
Section 14: E/2NE/4
Section 24: NE/4, NE/4NW/4
Sublette County, Wyoming

DATE: July 1, 1995

LESSOR: WYW-130261

DESCRIPTION: Township 30 North, Range 114 West
Section 14: NW/4NE/4, NE/4NW/4, E/2SE/4
Sublette County, Wyoming

DATE: September 1, 1993

LESSOR: Robert V. Thompson

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 14: SW/4NE/4, NW/4NW/4, S/2NW/4, SW/4, W/2SE/4
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Clifford R. Daniels, Trustee

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Beulah Louise Riggan

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: May Brown Jones

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LESSOR: Kathleen Bardin King

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Frank J. Springman

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Shannon and Robert Trivelpiece

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Kenneth and Pat Gloster

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: Kessler Gossage

DESCRIPTION: Insofar and only insofar as said lease covers:
Township 30 North, Range 114 West
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Sublette County, Wyoming

DATE: January 1, 1997

LESSOR: State of Wyoming 97-00730

DESCRIPTION: Township 30 North, Range 114 West
Section 23: SE/4SE/4
Sublette County, Wyoming

DATE: December 2, 1997

275027 425P

RECORDED Sept 17 1999 M
IN BOOK 112 Rec PAGE 219
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

PAID-UP
OIL AND GAS LEASE

THIS AGGREEMENT, made and entered into this 19th **day of** August **19** 99 **by and between**

Lillian Stedman Gilbert, Jennifer Rose Gilbert & Alicia Ann Gilbert

120 Gerard Drive

of Goleta, CA 93117-1078 **, hereinafter called lessor (whether one or more, and**

Crown Oil & Gas Company, Inc., Box 519, Big Piney, WY 83113-0519 **, Hereinafter called lessee:**

WITNESSETH:

That lessor, for and in considerations 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 be 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 subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of** Sublette **, State of** Wyoming **, described as follows, to-wit:**

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

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, relocation 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 of 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 21.00 **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 sulfide, coal be methane gas, casinghead gas and sulfur

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from 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 as 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 times 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.

The lessee shall deliver to the credit of the lessor as royalty, free of cost, the pipe line to which lessee may connect its wells the equal one-eight (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 order. 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 share for each of such functions performed.

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 though out the primary term. In considerations 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 filling of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

Any payments required to be made to lessors pursuant to this lease, other-that the payment of royalties, may be paid be lessee to the lessor or to lessor's credit in the Washington Mutual Bank, at 1424 State St. Santa Barbara, CA 93101 (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, executor, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

If, at the expiration of the primary term on this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drill 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 exploration 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 drill 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.

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. Lessees failure to pay or tender, or property pay or tender, any such sum shall tender lessee liable for the amount due but it shall not operate to terminate the lease.

If lessor own 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 form the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

Lessee shall have the right to use. Free of cost, gas, oil and water produced on said land for its operation hereon, except water from well and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay 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 casing.

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 lessees 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 unionization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drill 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 the lease and included in the unit bears to the total number of surface acres in such unit.

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 provision 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 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 operations were by 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.

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 subiessees, 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 the 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 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.

In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of all 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 operation and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input well, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

If lessor during the primary term on 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 the 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) days 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.

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 obligation hereunder. This lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee falls within a reasonable time to satisfy any such covenants, conditions, or stipulations.

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 conduction 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.

[redacted] [redacted] [redacted]

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.

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.

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.

Lillian Stedman Gilbert — Lillian Stedman Gilbert

Jennifer Rose Gilbert — Jennifer Rose Gilbert

Alicia Ann Gilbert — Alicia Ann Gilbert

State of CALIFORNIA

County of SANTA BARBARA

On this 30TH day of AUGUST, 19 99, before me personally appeared LILLIAN STEDMAN GILBERT AND JENNIFER ROSE GILBERT To me known to be the persons WHO ARE 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 30TH day of AUGUST, 19 99

My commission expires: 12/9/2002

Notary Public for the State of CALIFORNIA

BRUCE J. BRASWELL
Commission # 1201299
Notary Public - California
Santa Barbara County
My Comm. Expires Dec 9, 2002

Residing at SANTA BARBARA

State of CALIFORNIA

County of SANTA BARBARA

On this 4TH day of September, 1999, before me personally appeared ALICIA ANN Gilbert to me personally known, who, being by me duly sworn, did say that she is the [redacted] of [redacted] 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 [redacted] acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this [redacted] day of [redacted] 19 [redacted]

My commission expires:

Notary Public for the State of [redacted]

Residing at [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 19, 1999, by and between Lillian Stedman Gilbert, Jennifer Rose Gilbert & Alicia Ann Gilbert, Lessors, and Crown OIl & Gas Co., Inc., Lessee.

Township 28 North, Range 111 West, 6th P.M.
Section 18: NE¼SW¼(7.00), SE¼SW¼(14.00).
Land in the E½SW¼ is the acreage reserved by the Gilbert(Reardon) family above the High Line Canal as it was in 1931. See map below.
Containing 21.00 Gross acres
Sublette County, Wyoming

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth(1/6th).

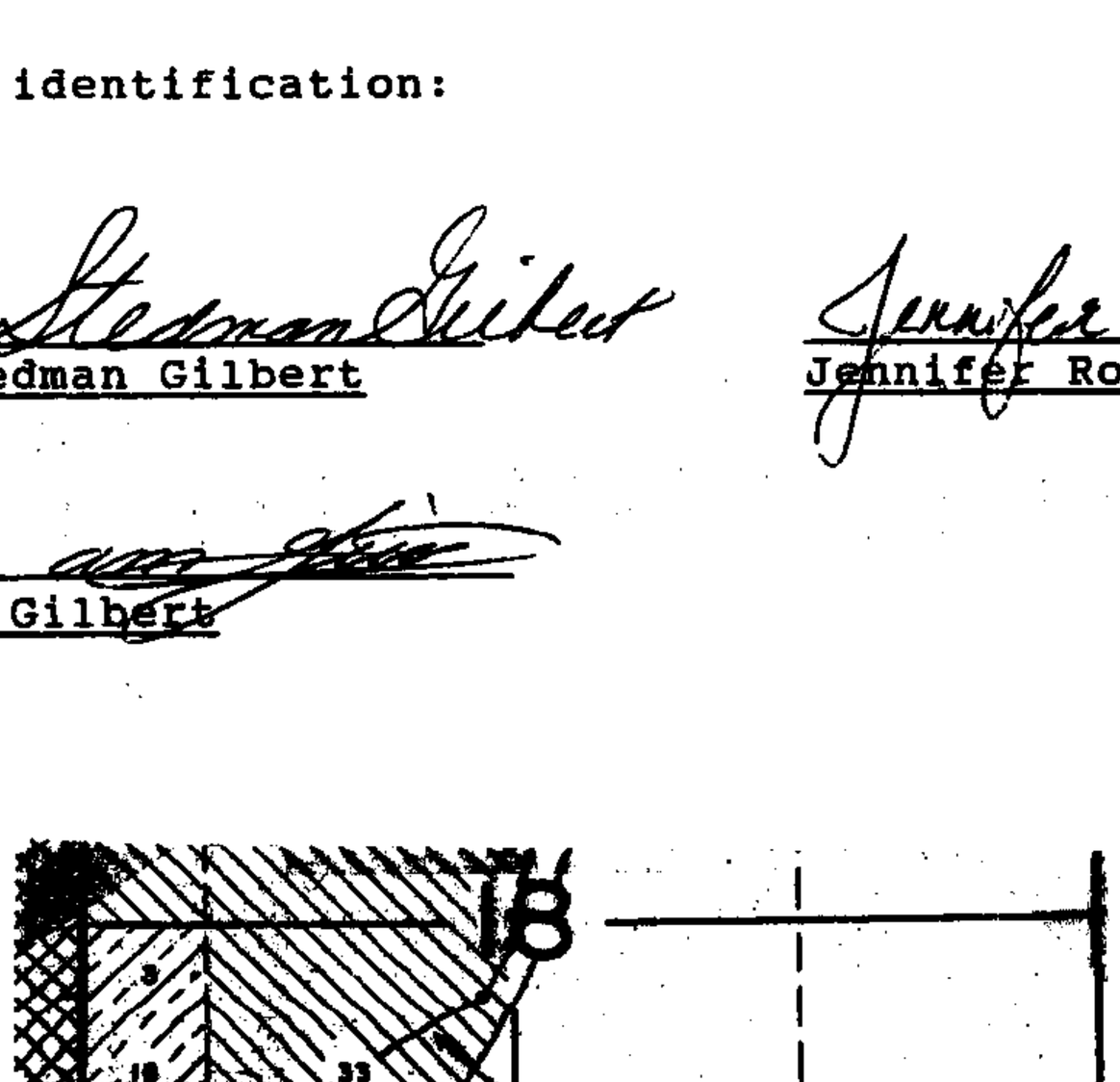
This Lease covers only those rights from the surface to 11,300 feet subsurface.

Signed for identification:

Lillian Stedman Gilbert
Lillian Stedman Gilbert

Jennifer Rose Gilbert
Jennifer Rose Gilbert

Alicia Ann Gilbert
Alicia Ann Gilbert



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SANTA BARBARA } ss.

On Sept 4, 1999 (Date), before me, SONDRA S OWENS, NOTARY Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Alicia Ann Gilbert (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

SONDRA OWENS
COMM #1107095
NOTARY PUBLIC • CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Exp. July 31, 2000

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

225

FORM 3000-3
(January 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 DEC -7 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)

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

Lease Serial No.
WYW141710

Lease Effective Date
(Anniversary Date)
5/1/97

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   ANDEX RESOURCES, L.L.C.
   1001 FANNIN, SUITE 2000
   HOUSTON, TX 77002

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment 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.					
TWP 27N, RGE 106W, 6TH PM SEC 17: E/2, N/2NW/4, SE/4NW/4, SW/4 SEC 18: LOTS 1-4, E/2W/2, SE/4 SEC 19: LOTS 1-4, E/2, E/2W/2 SEC 20: NE/4NE/4 1,737.06 ACRES, M/L SUBLETTE COUNTY, WY	25%	25%	NONE	NONE	NONE

275057

RECORDED Sept. 22 1999 2:00 PM
IN BOOK 112 Of 6 PAGE 225
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

SUBJECT TO THE TERMS & CONDITIONS AS SET OUT IN EXHIBIT "A"

FOR ASSIGNEE

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JAN 01 1999

☐ Assignment approved for attached land description

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

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

AUG 19 1999 (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.

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF NOVEMBER, 1998

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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 acquisition of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the law 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; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal transfers, an overriding royalty may not be less than one-eighth (⅛) 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 3RD day of NOVEMBER 19 98 Executed this _____ day of _____, 19____

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

Assignor or Attorney-in-fact: Tom L. Dodds (Signature)
TOM L. DODDS, ATTORNEY-IN-FACT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time of 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), Denve Federal Cener, 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: 1992-774-017/67023

Exhibit "A"

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following property (Assignor's interest in the below-described property being referred to herein as the "*Property*"):

(a) the Oil and Gas Lease described in the foregoing assignment to which this Exhibit "A" is attached, located in Sublette County, Wyoming, (the "*Lease*") and the lands covered by the Lease (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Lease and Land;

(b) the production from or attributable to the Lease from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Land, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Land, to the extent used in connection with or attributable to the Lease; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Lease (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Lease after the Effective Time, insofar as such covenants and obligations relate to the interests in the Lease herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Property unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Lease (the "*Effective Time*").

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

98 DEC -7 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)

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

Lease Serial No. WYW141709
Lease Effective Date (Anniversary Date) 5/1/97
New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   ANDEX RESOURCES, L.L.C.
   1001 FANNIN, SUITE 2000
   HOUSTON, TX 77002

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) [X] 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
TWP 27N, RGE 106W, 6TH PM SEC 6: LOTS 2-9, SW/4NE/4, SE/4NW/4, E/2SW/4, SE/4 SEC 7: LOTS 1, 2, 5, 7, E/2, E/2NW/4 1,186.37 ACRES, M/L SUBLETTE COUNTY, WY	25%	25%	NONE	NONE	NONE

275058

RECORDED Sept. 22 1999 9:00 M
IN BOOK 112 OYG PAGE 228
FEES $ 10.00 M [illegible]
SUBLETTE COUNTY, PINE[illegible]OMING
By Cathy Lorton

FOR ASSIGNEE

SUBJECT TO THE TERMS & CONDITIONS AS SET OUT IN EXHIBIT "A"

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.

[X] Assignment approved for above described lands;

Assignment approved effective JAN 01 1999

[ ] Assignment approved for attached land description

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

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

AUG 19 1999
(Date)

228

229

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF NOVEMBER, 1998

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

552028

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the law 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; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal 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 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 3RD day of NOVEMBER 19 98 Executed this _____ day of _____, 19____

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

Assignor or Attorney-in-fact: Tom L. Dodds (Signature) — TOM L. DODDS, ATTORNEY-IN-FACT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time of 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), Denve 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: 1992-774-017/67023

[redacted] [redacted] [redacted]

Exhibit "A"

Assignor does hereby transfer and assign unto Assignee all of Assignor's interest in and to the following property (Assignor's interest in the below-described property being referred to herein as the "*Property*"):

(a) the Oil and Gas Lease described in the foregoing assignment to which this Exhibit "A" is attached, located in Sublette County, Wyoming, (the "*Lease*") and the lands covered by the Lease (the "*Lands*"), including all of Assignor's interest in all real property rights and estates in and to the Lease and Land;

(b) the production from or attributable to the Lease from and after the Effective Time, as defined below;

(c) all wells, equipment, machinery, and other personal property located on the Land, or used in the operation, production, storage, treatment or transportation of hydrocarbons, water, salt water, or other associated substances from the Land, to the extent used in connection with or attributable to the Lease; and

(d) all contracts and agreements, including without limitation, all participation agreements, farmout and farmin agreements, operating agreements, pooling and unitization agreements, and other contracts and agreements, to extent that they are appurtenant to or affect the Lease (the "*Contracts*").

Assignee agrees to comply with all the express and implied covenants and obligations contained in the Lease after the Effective Time, insofar as such covenants and obligations relate to the interests in the Lease herein assigned. Assignee further hereby proportionately assumes all obligations, liabilities, and expenses arising under the Contracts after the Effective Time, to the extent they are attributable to the interest in the Contracts herein assigned.

Without limiting the generality of the foregoing, this assignment is made expressly subject to that certain Joint Exploration Agreement, dated December 31, 1996, between Andover Partners, Andex Partners, Belco Energy L.P. and Belco Oil & Gas Corp., and Assignee assumes and agrees to perform all of Assignor's obligations under such Agreement arising after the Effective Time, to the extent such obligations relate to the Properties herein assigned.

Assignor does hereby bind itself, Assignor's successors and assigns, to warrant and forever defend all and singular title to the Property unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject to the matters herein. Assignor grants to Assignee full rights of substitution and subrogation in and to all representations, warranties and covenants by Assignor's predecessors in title.

Assigned this 3rd day of November, 1998, but effective for all purposes as of July 1, 1998 at 7:00 a.m. local time at the Lease (the "*Effective Time*").

231

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-11603

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

TECKLA OIL CO., LLC
4791 East Stallion Lane
Inverness, Florida 34452

*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
State of Wyoming, County of Sublette T. 28 N., R. 114 W., 6th P.M. Sec. 21: E½ Containing a total of 320.00 acres, more or less		100% ORR	0% ORR		

275066

RECORDED Sept. 22, 1999 2:00 P M
IN BOOK 112 OR6 PAGE 231
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locke

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)

transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

[redacted] [redacted] [redacted]

T-2088

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 15th day of September, 1999

Name of Transferor CHARLES E. STRANGE TRUST
(Please type or print)

Transferor [signature]
(Signature)

or ~~XXXXXXXXXXXXX~~ Charles E. Strange, Trustee
(Signature)

3500 Lakeside Court, Suite 101
(Transferor's Address)

Reno (City) Nevada (State) 89509 (Zip Code)

Executed this 15th day of September, 19 99

Transferee TECKLA OIL CO., LLC

or ~~XXXXXXXXXX~~ [signature]
(Signature)

Monica Haufler, Managing Partner

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.

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Personally appeared before me, Julie K. Perry, the undersigned authority, the within named Charles E. Strange, Trustee of the Charles E. Strange Trust, and Monica Haufler, Managing Partner of Teckla Oil Co., LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged before me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER (WITNESS) MY HAND AND SEAL OF OFFICE this the 15 day of September

My Commission Expires:
October 2, 2001

JULIE K. PERRY
Notary Public - Nevada
No. 96-2036-14
My appt. exp. Oct. 2, 2001

Julie K. Perry, Notary Public
For the State of Nevada
Residing in Clark County, Nevada

[redacted] [redacted] [redacted]

Dry Piney Unit B-C1
LCN 812049

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

ASSIGNMENT AND BILL OF SALE

PHILLIPS PETROLEUM COMPANY ("Phillips"), a Delaware corporation, whose address is P. O. Box 1967, Houston, Texas 77251, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey, and assign unto

QUESTAR EXPLORATION AND PRODUCTION COMPANY, whose address is
1331 17th STREET, SUITE 800
DENVER, CO 80202,

hereinafter referred to as "Assignee", all of Phillips' right, title and interest in and to the following (hereinafter collectively referred to as the "Assigned Assets"):

a) the oil and gas leases described in Exhibit "A" insofar as same cover and pertain to the acreage and depths specifically described in said Exhibit,

b) all permits, licenses, easements, surface leases and rights of way of every kind as may be assignable relating solely and exclusively to operations conducted on the leases,

c) any contracts as may be assignable, including, but not limited to, unit agreements, joint operating agreements, farmout and farmin agreements, pooling agreements, gas contracts, and other validly existing agreements, whether of record or not, insofar as same pertain to operations conducted on the leases and/or production therefrom, save and except Phillips shall retain any calls on production reserved or created under any such contracts or agreements, and

d) the wells, equipment and personal property (excepting any vehicles, tools, rental equipment, communications equipment and computer software) located on and used solely and exclusively for operations on the leases.

RECORDED Sept. 24 1999 9:05a M
IN BOOK 118 Otg PAGE 234
FEES $20.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

275080

Sale 144/Lot 111.00

By Cathy Saxton

This Assignment is made and accepted upon the following terms and conditions:

1. Purchase and Sale.

a. Effective Date. This Assignment shall be effective on the 1st day of August, 1999, at 7:00 A.M., local time, for all purposes including apportionments of revenue, expenses and production, hereinafter referred to as the "Effective Date", regardless of the date of execution.

b. Right to Production. The right to production from the Assigned Assets shall pass from Phillips to Assignee as of the Effective Date. Phillips shall retain ownership and be entitled to all proceeds from the sale of oil and plant products in tanks and storage facilities above the pipeline connections prior to the Effective Date. Assignee agrees to reimburse Phillips for the value of any and all merchantable stock tank oil and/or condensate above pipeline connections produced and saved as of 7:00 a.m. on the Effective Date hereof, at the prevailing market value, adjusted for grade and gravity. At 7:00 a.m. on the Effective Date hereof, Assignee and Phillips shall make a joint gas sales meter reading and a joint oil and/or condensate sales meter reading. If Assignee does not participate in taking such readings, Assignee agrees to accept the reading taken by Phillips.

c. Reservations. Phillips hereby reserves unto itself and its successors and assigns concurrent interests in any and all applicable easements, rights-of-way, contracts and other rights relating to any reserved interests, whether deep rights or otherwise, necessary or convenient to the possession, exploration, production, operation and enjoyment of any such reserved interests. Phillips also reserves the right to drill and/or produce through the assigned leasehold to reach and/or produce formations and depths excluded from this assignment. Phillips additionally reserves unto itself all right, title and interest in and to easements, rights of way or surface leases which are not directly associated with operation of Assigned Assets.

2. No Warranties.

a. Title. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESSED OR IMPLIED.

b. Reservoir Performance. PHILLIPS DOES NOT WARRANT THE RESERVOIR PERFORMANCE.

c. Equipment. PHILLIPS DOES NOT WARRANT THE MERCHANTABILITY,

CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY OF THE ASSIGNED ASSETS, INCLUDING THE LEASEHOLD EQUIPMENT, MATERIAL OR PERSONAL PROPERTY, ANY SUCH WARRANTY BEING EXPRESSLY DENIED. ASSIGNEE, BY EXECUTING THIS ASSIGNMENT, AGREES TO ACCEPT THE SAME "AS IS" AND "WHERE IS" AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.

d. Information. Assignee acknowledges that it has had a reasonable opportunity to examine title, including all agreements affecting the Assigned Assets. PHILLIPS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION IN ITS LEASE AND WELL FILES AS TO ACCURACY, COMPLETENESS OR USEFULNESS FOR TITLE EXAMINATION, FOR EVALUATION OF THE WORTH OR CONDITION OF THE ASSIGNED ASSETS, OR FOR ANY OTHER PURPOSE.

3. Representations.

a. Qualification of Assignee. Assignee represents and warrants that it is now, and hereafter shall continue to be, qualified to own Federal and State oil, gas and mineral leases in all jurisdictions where the Assigned Assets lie and that consummation of this transaction will not cause Assignee to be disqualified as an owner or to exceed any acreage limitation imposed by any law, statute, rule or regulation.

b. Inspection. Assignee agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property and the environmental condition of the leases, wells, equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with and accepts such condition as is and Assignee assumes all risk and liability incident to the condition and use thereof and Phillips shall have no further obligation with respect thereto.

4. Operations.

a. Liability. Assignee assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets on and after the Effective Date and agrees to indemnify, defend and hold Phillips harmless from all liabilities, penalties, claims, causes of action, demands, lawsuits, and expenses that occur on or after said date.

b. Abandonment of Wells. Assignee agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and restoration as specified in the oil and gas leases identified in Exhibit "A" or as required by law or rules. Assignee agrees to protect, defend, indemnify and hold Phillips 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 the Assigned Assets, including leases, structures (if any), materials, land, wells, casing, leasehold equipment, and personal property, plugging requirements or exceptions thereto, including bonding requirements, or related in any manner to Assignee's or other party(s)' operations on said leases and said land, after the Effective Date hereof. Further, Assignee agrees to indemnify and hold Phillips harmless from any and all surface or subsurface restoration, well abandonments or other similar obligations pertaining to the wells assigned herein.

c. Environmental Issues. The Assigned Assets have been utilized by Phillips for the purpose of exploration, development, processing, temporary storage, and transportation of oil, gas, and/or condensate. Assignee acknowledges and accepts that information, to the best of Phillips' knowledge, regarding any substantial quantity of crude oil and produced water which may have been spilled or disposed of on-site and the locations thereof, including pit closures, burial, land farming, land spreading, and underground injection has been made available to Assignee prior to Closing, provided that Phillips shall not be liable for unintentional failure to disclose such information and shall not be required to provide information which is a matter of public record or filed with governmental agencies. Assignee acknowledges that there may have been spills of these materials in the past onto the Assets described herein. In addition, some oil field equipment may contain asbestos and/or Naturally Occurring Radioactive Material (hereinafter referred to as "NORM"). In this regard, Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms, and that said wells, material and equipment located on the property described herein may contain NORM and that NORM-containing material may be buried or otherwise disposed of on the property. Assignee also expressly understands that special procedures may be required for the removal and disposal

of asbestos and NORM from the equipment where it may be found and Assignee agrees to assume all liability for such asbestos and NORM and for use of appropriate procedures and activities required to handle and dispose of same.

Assignee assumes full responsibility for, and agrees to indemnify, hold harmless and defend Phillips, its agents, officers, and employees from and against all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses) and causes of action caused by or arising out of any federal, state or local laws, rules, orders and regulations applicable to any waste material or hazardous substances on or included with the Assigned Assets or the presence, disposal, release or threatened release of all waste material or hazardous substance from the Assets into the atmosphere or into or upon land or any water course or body of water (including ground water) WHETHER OR NOT ATTRIBUTABLE TO PHILLIPS' ACTIVITIES OR NEGLIGENCE OR THE ACTIVITIES OR NEGLIGENCE OF PHILLIPS' OFFICERS, EMPLOYEES OR AGENTS, OR TO THE ACTIVITIES OF THIRD PARTIES (regardless of whether or not Phillips was or is aware of such activities) prior to, during or after the period of Phillips' ownership of the Assigned Assets. This Indemnification and Assumption shall apply to liability for voluntary environmental response actions undertaken pursuant either to the comprehensive Environmental Response Compensation and Liability Act (CERCLA) or to any other federal, state or local law and shall control and take precedence to the extent of any conflict or claimed conflict with any other provision of this Assignment.

5. Accounting.

a. Post-Closing. Within 120 days after the Effective Date, Phillips shall forward a post-closing statement to Assignee to account for any production proceeds, net of all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Assigned Assets from the Effective Date to and including the date of transfer. Any sums which may be due either party shall be paid one party to the other as may be appropriate, promptly after receipt of the post-closing statement.

b. Taxes. Phillips will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production that occurred prior to the Effective Date.

Assignee will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Date. Whichever party receives said tax statements shall pay such taxes prior to delinquency and the other party hereto agrees to reimburse the paying party its pro rata share thereof promptly upon receipt of an invoice accompanied by evidence of such payment. Assignee shall pay all applicable state, county, municipality or government sales or use taxes on the leasehold, equipment, material or personal property located thereon.

c. Gas Contracts. This Assignment is made subject to any gas purchase contracts now in existence which affect the assigned leasehold. Assignee hereby assumes any and all liability, obligation for and/or benefit from all gas imbalances (whether over or under) attributable to the assigned leasehold as of the Effective Date.

d. Existing Agreements/Burdens. Assignee assumes and shall perform all duties, liabilities, and obligations relating to the Assigned Assets, including, but not limited to, those imposed by any applicable contracts and agreements (including oil and gas leases, operating agreements, easements and pooling agreements) and any burdens (including, but not limited to, any production payments, royalties, overriding royalties, and net profits interests). Assignor does not warrant or represent that Assignee is or will become operator of any well or portion of the Assets which are subject to an operating agreement. Assignee agrees that it will, to the extent permitted by applicable agreements and law, immediately undertake to obtain unconditional approval from all regulatory agencies or lessors to succeed Assignor as operator of all and every part of the Assigned Assets and to assume full responsibilities therefor, and will file all bonds, requests, letters of credit, and forms necessary or helpful for designation of Assignee as operator of such Assets.

e. Suspended Funds. Phillips hereby transfers to Assignee possession, responsibility and liability for the management, administration and disbursement of all suspended funds attributable to interests of third parties and accrued by Phillips, for any reason, pursuant to Phillips' disbursement of proceeds from the sale of production from the assigned leasehold to the extent such funds are attributable to production sold prior to the Effective Date. Phillips shall deliver to Assignee, as soon as practical after closing a copy of Phillips' records and files that relate to these Suspended Funds.

[redacted] [redacted] [redacted]

6. Miscellaneous.

a. Records. Phillips shall deliver to Assignee copies of lease files, division order files, title files, abstracts, supplemental abstracts and certificates of title, surveys, agreements, contracts, and other similar materials relating to operation or ownership of the Assigned Assets (except papers protected by the attorney-client privilege or attorney work product or proprietary data, which includes but is not limited to interpretive geological and/or geophysical information, economic analyses, patents and trade secrets, offers to purchase, and any document or data protected by third party confidentiality agreements). Assignee shall keep true and correct books and records pertaining to the Assigned Assets. Phillips shall have reasonable access to such materials for purpose of audit and determining compliance with any joint operating agreements in place as of the Effective Date, or where, in the opinion of Phillips' counsel, access is required by law or necessary to Phillips' defense or prosecution of legal actions.

b. Removal of Signs. In the case of properties operated by Phillips, Assignee agrees to permanently remove Phillips' name, trademark and telephone number from the lease sign located on the assigned leasehold within fifteen (15) working days after the Effective Date hereof. In the event Assignee fails to do so, Phillips representatives shall have the right to remove said lease sign from the assigned leasehold.

IN WITNESS WHEREOF, this Assignment is executed this 21st day of July, 1999.

PHILLIPS PETROLEUM COMPANY, ASSIGNOR

By: _____
Mark A. Amelunke, Attorney-in-Fact

QUESTAR EXPLORATION AND PRODUCTION COMPANY, ASSIGNEE

By: _____
Name: G.L. NORDLOH
Title: PRESIDENT & CEO

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 21st day of July, 1999, before me personally appeared Mark A. Amelunke, to me personally known, who being by me duly sworn, did say that he is the Attorney-in-Fact of Phillips Petroleum Company, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that he acknowledged the said instrument to be the free act and deed of the Corporation.

JANET LYNN GAIDOSIK
Notary Public, State of Texas
My Commission Expires
JAN. 11, 2001

Janet Lynn Gaidosik
Notary Public

Corporate Acknowledgement

STATE OF ~~TEXAS~~ Utah §
§
COUNTY OF ~~HARRIS~~ Salt Lake §

On this 21st day of July, 1999, before me personally appeared G.L. Nordloh, to me personally known, who being by me duly sworn, did say that he is the President & CEO of Questar Exploration and Production Company, a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that he acknowledged the said instrument to be the free act and deed of the Corporation.

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

Susan K. Stone
Notary Public

Individual Acknowledgement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 21, 1999 by _____.

_____
Notary Public

EXHIBIT "A"
STATE OF WYOMING, COUNTY OF SUBLETTE

LEASE NO.	LESSOR LESSEE	LEASE DATE VOL/PG	LEGAL DESCRIPTION
084638 A01 L10238	USA W 034927 JAMES G WHITE	05/01/48	SEC 1 T27N R114W W/2SW/4
093186 000 L10631	STATE OF WYOMING O 20476 PHILLIPS PETROLEUM CO ET AL	01/16/56 VOL 150 PG 285	SEC 36 T28N R114W N/2, N/2SE/4, SW/4

THE ABOVE DESCRIBED LEASES ARE SUBJECT TO, BUT NOT LIMITED TO, THE FOLLOWING:

1. UNIT OPERATING AGREEMENT DATED APRIL 30, 1957, BETWEEN WEXPRO COMPANY AND PHILLIPS PETROLEUM COMPANY ET AL

2. UNIT AGREEMENT DATED APRIL 15, 1957, EFFECTIVE JULY 19, 1957 BETWEEN WEXPRO COMPANY AND PHILLIPS PETROLEUM COMPANY ET AL

LOT 111.00
LCN 812049
Dry Piney B-C1

248

September 14, 1999

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
Without Warranty of Title

KNOW ALL MEN BY THESE PRESENTS: That Freeman Investments, hereinafter referred to as Grantor, 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 confessed and acknowledged, does hereby convey, transfer, assign, and set over unto R.K. O'Connell, P.O. Box 2003, Casper, WY. 82602, a 2.25% overriding royalty interest in and to the below described federal oil and gas leases, all located in Sublette County, Wyoming:

WYW-136852
Township 29 North, Range 114 West, 6th P.M.
Section 1; Lots 1-4, S/2NW, N/2SW
Section 2: SENE, SWNW, NESE, Lots 1-4
Section 11: SWNE, W/2, SE
Section 12: NWSW, S/2S/2
Sections 13 and 14: ALL
Containing 2458.69 acres
Expires 6-30-05

WYW-136857
Township 30 North, Range 114 West 6th P.M.
Section 27: S/2N/2, N/2SW, SE
Containing 400 acres
Expires 6-30-05

WYW-136855
Township 30 North, Range 114 West, 6th P.M.
Section 6: Lots 1-7, S/2NE, SENW, E/2SW, SE
Section 7: E/2SW, N/2SE
Section 17: SW
Section 19: SWNE, NWSE
Section 20: N/2SW
Section 22: S/2
Section 23: S/2SW, SWSE
Section 27: N/2N/2
Section 30: Lots 3, 4, SENE, E/2SW
Containing 1916.43 acres
Expires 6-30-05

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

To have and to hold unto said Grantee, his successors and assigns forever.

Executed this 14th day of September, 1999.

Freeman Investments

275085

Joe Freeman, Partner

RECORDED Sept. 24 1999 9:05 M
IN BOOK 112 OTG PAGE 243
FEES $8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socter

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joe Freeman, as Partner of Freeman Investments, this 14th day of September, 1999.

WITNESS my hand and official seal.

Marilyn M. Maxwell
Notary Public

My Commission Expires: Aug. 17, 2001

Form 3000-3a
(October 1992)

75892-000
Marco

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-148306

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)* William M. Barney, Jr. and Ann W. Barney
Street P. O. Box 10
City, State, ZIP Code Big Piney, Wyoming 83113

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

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	B	c	d	e	F
Township 28 North, Range 111 West, 6th P.M. Section 18: NE/4NE/4, SW/4NE/4, W/2SE/4NE/4, N/2NE/4SE/4NE/4 (excl 4.25 ac in RESVR ROW WYE04334)		2.5% ORRI			-0-
Containing 100.75 acres, more or less Sublette County, Wyoming					

275099

RECORDED Sept. 24, 1999 11:35 M
IN BOOK 112 O+G PAGE 244
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted]

244

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 22th day of June 19 99 Executed this 14 day of September ,19 99

Name of Transferor Enron Oil & Gas Company
Please type or print

Transferor Or Agent and Attorney-in-fact — Andrew C. Morris

600 Seventeenth Street, Suite 1100N
(Transferor's Address)

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

Transferee William M. Barney, Jr. and Ann W. Barney
Agent and Attorney-in-fact

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

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

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

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

Attached to and made a part of Transfer of Operating Rights between Enron Oil & Gas Company and William M. Barney, Jr. and Ann W. Barney dated June 22, 1999.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June 1999, by Andrew C. Morris as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

July 26, 2002

Betty A. Herrold
Betty A. Herrold, Notary Public

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

STATE OF Wyoming)
) §
COUNTY OF Sublette)

On the 14 day of Sept., 1999, personally appeared before me, William J. Barney, Jr.

WITNESS my hand and official seal.

Wendy J. Luckow
Notary Public

My Commission Expires: 9-16-2001

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2001

STATE OF Wyoming)
) §
COUNTY OF Sublette)

On the 14 day of Sept, 1999, personally appeared before me, Ann W. Barney.

WITNESS my hand and official seal.

Wendy J. Luckow
Notary Public

My Commission Expires: 9-16-2001

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2001

247

LT

75893-000
Marco

Form 3000-3a
(October 1992)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Lease Serial No.
WYW-148307

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)* William M. Barney, Jr. and Ann W. Barney
   Street P. O. Box 10
   City, State, ZIP Code Big Piney, Wyoming 83113

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

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	B	C	d	e	F
Township 28 North, Range 111 West, 6th P.M. Section 19: NW/4NE/4NW/4 Township 28 North, Range 112 West, 6th P.M. Section 24: Lots 7(42.32), 8(42.22), 12(41.93), SW/4SE/4 Containing 176.47 acres, more or less Sublette County, Wyoming		2.5% ORRI			-0-

275100

RECORDED Sept. 24 1999 11:35 AM
IN BOOK 112 O+G PAGE 247
FEES $ 10.00 M. LYNN COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baker

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 22nd day of June 19 99 Executed this 14th day of Sept. 19 99

Name of Transferor Enron Oil & Gas Company
Please type or print

Transferor Or Agent and Attorney-in-fact Andrew C. Morris

600 Seventeenth Street, Suite 1100N
(Transferor's Address)

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

Transferee William M. Barney, Jr. and Ann W. Barney

Agent and Attorney-in-fact William M. Barney Jr.

Ann W. Barney

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

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

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

ACKNOWLEDGEMENT

Attached to and made a part of Transfer of Operating Rights between Enron Oil & Gas Company and William M. Barney, Jr. and Ann W. Barney dated June 22, 1999.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June 1999, by Andrew C. Morris as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

July 26, 2002

Betty A. Herrold
Betty A. Herrold, Notary Public

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

STATE OF Wyoming)
) §
COUNTY OF Sublette)

On the 14 day of Sept, 1999, personally appeared before me, William J. Barney, Jr.

WITNESS my hand and official seal.

Wendy J. Luckow
Notary Public

My Commission Expires: 9-11-2001

WENDY J. LUCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-11-2001

STATE OF Wyoming)
) §
COUNTY OF Sublette)

On the 14 day of Sept., 1999, personally appeared before me, Ann W. Barney.

WITNESS my hand and official seal.

Wendy J. Luckow
Notary Public

My Commission Expires: 9-11-2001

WENDY J. LUCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-11-2001

[redacted] [redacted] [redacted]

AMENDMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That, heretofore, under date of October 1, 1994, the Margaret Mocroft Family Limited Partnership, as Lessor, whether one or more, did execute and deliver to Energy Investments, Inc., as Lessee, an Oil and Gas Lease recorded in Book 100 O&G at Page 587 of the Official Public Records of Sublette County, Wyoming, covering land located in Sublette County, Wyoming , being more specifically described as follows, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 26: SW¼
Section 35: N½NW¼, NE¼, SE¼NW¼
containing 440 acres, more or less

which mineral lease is called "the Lease" and

WHEREAS, said Lease is now owned by Anschutz Wyoming Corporation, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.; and

WHEREAS, the undersigned Lessor, whether one or more, and Lessee, whether one or more, mutually desire to change, alter and amend the Lease as herein stated;

NOW THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars ($10.00) cash paid by Lessee to the undersigned Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned do hereby covenant and agree to amend the Lease as follows:

1. The primary term stipulated in Paragraph 2 of the Lease is hereby changed from five (5) years to five (5) years and ten (10) months (midnight June 30, 2000).

2. The above recited consideration not only includes the consideration paid for the extension of the primary term of the Lease, but it also includes any future annual delay rentals payable under Paragraph 4 of the Lease. No annual delay rentals shall be due or payable under the Lease for the remainder of the primary term as such primary term is extended under Paragraph No. 1 above.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the above described property covered by the Lease unto Lessee subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

This instrument 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 amendment, and the execution of any such counterpart shall be binding on all parties who execute same, regardless of whether it is executed by all parties who executed the Lease as Lessors. If this instrument is executed in multiple counterparts, Lessee is authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes.

275114

RECORDED Sept. 24 1999 3:15P M
IN BOOK 112 O+G PAGE 244
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Coates

WY-2767-00010
244A

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

By: _____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: _____
Name: _____
Title: _____

LANCE OIL & GAS COMPANY, INC.

By: _____
Name: _____
Title: _____

STATE OF Wyoming
COUNTY OF Sublette

This instrument was acknowledged before me on this 1 day of September, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

Betty L. Auld
Notary Public in and for the State of Wyoming

My commission expires:
March 2, 2002

BETTY L. AULD - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires March 2, 2002

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz
Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Mocroft.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By:_____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By:_____
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By:_____

Name:_____

Title:_____

LANCE OIL & GAS COMPANY, INC.

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

[redacted] [redacted] [redacted]

STATE OF California

COUNTY OF Los angeles

This instrument was acknowledged before me on this 3RD day of September, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

Dina A Sammons
Notary Public in and for the State of California

My commission expires:
7-4-02

DINA A. SAMMONS
COMMISSION #1189038
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
JULY 4, 2002

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Lease\Amend OGL Mocroft.doc

248A

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By:_____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: Robin Benko
Name: Robin Benko
Title: Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC.

By:_____
Name:_____
Title:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

[redacted] [redacted] [redacted]

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF Douglas

This instrument was acknowledged before me on this 13th day of Sept, 1999, by Robin Benko as Attorney-in-Fact OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

E. Marks
Notary Public in and for the State of Colorado

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Mocroft.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By:_____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By:_____
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By:_____

Name:_____

Title:_____

LANCE OIL & GAS COMPANY, INC.

By:_____

Name:_____

Title: Ralph W. Penfield, Attorney-In-Fact

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF Adams

This instrument was acknowledged before me on this 17th day of September, 1999, by Ralph W. Penfield as Attorney-in-Fact of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

JARRETT NOTARY PUBLIC STATE OF COLORADO

B. L Jarrett
Notary Public in and for the State of Colorado

My commission expires:
6/6/2003

S:\Land\Leases\Amend OGL Mocroft.doc

AMENDMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That, heretofore, under date of October 1, 1994, the Margaret Mocroft Family Limited Partnership, as Lessor, whether one or more, did execute and deliver to Energy Investments, Inc., as Lessee, an Oil and Gas Lease recorded in Book 100 O&G at Page 591 of the Official Public Records of Sublette County, Wyoming, covering land located in Sublette County, Wyoming , being more specifically described as follows, to-wit:

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

which mineral lease is called "the Lease" and

WHEREAS, said Lease is now owned by Anschutz Wyoming Corporation, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.; and

WHEREAS, the undersigned Lessor, whether one or more, and Lessee, whether one or more, mutually desire to change, alter and amend the Lease as herein stated;

NOW THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars ($10.00) cash paid by Lessee to the undersigned Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned do hereby covenant and agree to amend the Lease as follows:

1. The primary term stipulated in Paragraph 2 of the Lease is hereby changed from ten (10) years to five (5) years and ten (10) months (midnight June 30, 2000).

2. The above recited consideration not only includes the consideration paid for the extension of the primary term of the Lease, but it also includes any future annual delay rentals payable under Paragraph 4 of the Lease. No annual delay rentals shall be due or payable under the Lease for the remainder of the primary term as such primary term is extended under Paragraph No. 1 above.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the above described property covered by the Lease unto Lessee subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

This instrument 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 amendment, and the execution of any such counterpart shall be binding on all parties who execute same, regardless of whether it is executed by all parties who executed the Lease as Lessors. If this instrument is executed in multiple counterparts, Lessee is authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes.

275115

RECORDED Sept. 24 1999 3:15 PM
IN BOOK 112 Of 6 PAGE 253
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WY-21[redacted]00000

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By: _____
Sylvia Sandoval, General Partner

By: _____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: _____
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: _____
Name: _____
Title: _____

LANCE OIL & GAS COMPANY, INC.

By: _____
Name: _____
Title: _____

STATE OF Wyoming
COUNTY OF Sublette

This instrument was acknowledged before me on this 1 day of September, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of Wyoming

My commission expires:
March 2, 2002

BETTY L. AULD - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires March 2, 2002

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

_____
Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Mocroft2.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By: Harlene Maloney
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By:_____

Name:_____

Title:_____

LANCE OIL & GAS COMPANY, INC.

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF California

COUNTY OF Los Angeles

This instrument was acknowledged before me on this 3RD day of September, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

Dina A. Sammons

Notary Public in and for the State of California

My commission expires:
1-4-02

DINA A. SAMMONS
COMMISSION #1189036
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
JULY 4, 2002

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____

Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____

Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Mocroft2.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By:_____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: Robin Benko
Name: Robin Benko
Title: Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC.

By:_____
Name:_____
Title:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF Douglas

This instrument was acknowledged before me on this 13th day of Sept 1999, by Robin Benko as Attorney-in-Fact OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public in and for the State of Colorado

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Mocroft2.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 1, 1994.

LESSOR:

MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP

By:_____
Sylvia Sandoval, General Partner

By:_____
Harlene Maloney, General Partner

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By:_____
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By:_____
Name:_____
Title:_____

LANCE OIL & GAS COMPANY, INC.

By:_____
Name:_____
Title:_____
Ralph W. Pomick, Attorney-In-Fact

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Sylvia Sandoval as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

260

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by Harlene Maloney as General Partner of the **MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP**, on behalf of said partnership.

_____
Notary Public in and for the State of _____

My commission expires:

_____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz
Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF Adams

This instrument was acknowledged before me on this 17th day of September, 1999, by Ralph W. Ponfick as Attorney-in-Fact of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

NOTARY PUBLIC
STATE OF COLORADO

B. L. Jarrett
Notary Public in and for the State of Colorado

My commission expires:
1/16/2003

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Exhibit "A"

Township 33 North-Range 109 West,6th PM
Section 25:SW/4,W/2SE/4;
Section 26: E/2SE/4,SW/4SE/4 being 334.66 acres more or less
less and except the following tracts:

Tract 2:

That part of the NW¼SE¼ of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the center-line of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPIII40F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming;

said tract containing 1.57 acres;

Tract 3:

A tract of land located in Sublette County, State of Wyoming, in the S½ of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:

Beginning at a point which is South 86°18'46" East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26;

thence North 89°04'45" East, a distance of 1084.38 feet;

thence South 57°20'00" East, a distance of 1273.81 feet;

thence South 32°40'00" West, a distance of 600 feet;

thence North 57°20'00" West, a distance of 2177.31 feet to the point of beginning;

said tract containing 23.77 acres, more or less;

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **NERD ENTERPRISES INC.**, a Wyoming corporation, with an address of P.O. Box 949, Casper, Wyoming 82602 (hereinafter referred to as "Assignor"), as the owner of an undivided 4.29% working interest in State of Wyoming Oil and Gas Lease 90-00365 as to depths from the surface to the base of the Mesa Verde formation (hereinafter defined), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of State of Wyoming Oil and Gas Lease 90-00365, insofar as said lease covers all of Section 36, Township 29 North, Range 108 West, 6th P.M., Sublette County, Wyoming, as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.0303% of 8/8ths
John W. Martin 3640 East 19th Street Casper, WY 82609	0.0303% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, that certain Gas Gathering and Processing Agreement dated July 31, 1992 between Northwest Pipeline Corporation and McMurry Oil Company, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all the terms of that certain Joint Operating Agreement covering all of Section 36, Township 29 North, Range 108 West, dated May 8, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators.

275204

RE... Sept 30 19 99 1:30 PM
IN BOOK 1120 PAGE 263
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

The overriding royalty interests conveyed herein are also being conveyed on forms suitable for filing with the Wyoming State Board of Land Commissioners. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 12th day of May, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming.

NERD ENTERPRISES, INC.

ATTEST:

Mick McMurry

By: Mick McMurry
Mick McMurry, President

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 12th day of May, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

OB 26th, 1999

Notary Public
Address: 1406 Cody Ave.
Casper, Wy 82604

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\SECTION.36\NERD-WAR.ASN(4/25/97)

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), as the owner of an undivided 12.523% working interest in State of Wyoming Oil and Gas Lease 90-00365 as to depths from the surface to the base of the Mesa Verde formation (hereinafter defined), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of State of Wyoming Oil and Gas Lease 90-00365, insofar as said lease covers all of Section 36, Township 29 North, Range 108 West, 6th P.M., Sublette County, Wyoming, as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.0885% of 8/8ths
John W. Martin 3640 East 19th Street Casper, WY 82609	0.0885% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, that certain Gas Gathering and Processing Agreement dated July 31, 1992 between Northwest Pipeline Corporation and McMurry Oil Company, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all the terms of that certain Joint Operating Agreement covering all of Section 36, Township 29 North, Range 108 West, dated May 8, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators.

275205

RECORDED Sept. 30 1997 M
IN BOOK 112 016 PAGE 265
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

The overriding royalty interests conveyed herein are also being conveyed on forms suitable for filing with the Wyoming State Board of Land Commissioners. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 15th day of May, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

ATTEST:

Dianne E. Greene

Dianne E. Greene,
Assistant Secretary

By William R. Weeks

William R. Weeks
Executive Vice-President

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

SUBSCRIBED AND SWORN to before me by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 19th day of May, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

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

Diane E Greene

Notary Public
Address: 5905 Tree Meadow Dr
Cheyenne, Wy 82001

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\SECTION.36\FCC-WARN.ASN(4/25/97)

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **McMURRY OIL COMPANY**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602 (hereinafter referred to as "Assignor"), as the owner of an undivided 17.16% working interest in State of Wyoming Oil and Gas Lease 90-00365 as to depths from the surface to the base of the Mesa Verde formation (hereinafter defined), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of State of Wyoming Oil and Gas Lease 90-00365, insofar as said lease covers all of Section 36, Township 29 North, Range 108 West, 6th P.M., Sublette County, Wyoming, as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.1212% of 8/8ths
John W. Martin ~~3640 East 19th Street~~ 1811 MIRACLE DR Casper, WY 82609	0.1212% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, that certain Gas Gathering and Processing Agreement dated July 31, 1992 between Northwest Pipeline Corporation and McMurry Oil Company, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all the terms of that certain Joint Operating Agreement covering all of Section 36, Township 29 North, Range 108 West, dated May 8, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators.

275206

RECORDED Sept. 30 1996 AM
IN BOOK 112 O+G PAGE 267
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

The overriding royalty interests conveyed herein are also being conveyed on forms suitable for filing with the Wyoming State Board of Land Commissioners. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 6th day of MAY, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming.

McMURRY OIL COMPANY

ATTEST:

James W. Curry

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 6 day of May, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: PO Box 220
Casper, Wy 82602

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\SECTION.36\MOC-WARN.ASN(4/25/97)

269

275207

RECORDED Sept. 30 1999 M 1:30p
IN BOOK 112 O/G PAGE 269
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), as the owner of an undivided 12.523% working interest in State of Wyoming Oil and Gas Lease 90-00365 as to depths above the base of the Mesa Verde formation and as the owner of an undivided 24.083% interest in said lease as to all greater depths, hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of State of Wyoming Oil and Gas Lease 90-00365, insofar as said lease covers all of Section 36, Township 29 North, Range 108 West, 6th P.M., Sublette County, Wyoming, as to all depths. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
Dianne E. Greene 5909 Green Meadows Drive Cheyenne, WY 82001	0.36125% of 8/8ths
WRW Energy Co., a Colorado general partnership P.O. Box 1881 Cheyenne, WY 82003	1.80625% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, that certain Gas Gathering and Processing Agreement dated July 31, 1992 between Northwest Pipeline Corporation and McMurry Oil Company, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all the terms of that certain Joint Operating Agreement covering all of Section 36, Township 29 North, Range 108 West, dated May 8, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators.

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner

connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

The overriding royalty interests conveyed herein are also being conveyed on forms suitable for filing with the Wyoming State Board of Land Commissioners. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 19 day of May, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

ATTEST:

By: Ed N Harrison
Ed N. Harrison
President

Dianne E. Greene,
Assistant Secretary

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

SUBSCRIBED AND SWORN to before me by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 19th day of May, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

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

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

C:\OFFICE\WPWIN\WPDOCS\SMT\MCMURRY\SECTION.36\FC-DGWRW.ASN(4/25/97)

271

AMENDMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That, heretofore, under date of October 3, 1994, Paul C. Hagenstein and Bette Ann Hagenstein, husband and wife, as Lessor, whether one or more, did execute and deliver to Dual Resources, Inc., as Lessee, an Oil and Gas Lease recorded in Book 100 O&G at Page 576 of the Official Public Records of Sublette County, Wyoming, covering land located in Sublette County, Wyoming , being more specifically described as follows, to-wit:

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

which mineral lease is called "the Lease" and

WHEREAS, said Lease is now owned by Anschutz Wyoming Corporation, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.; and

WHEREAS, the undersigned Lessor, whether one or more, and Lessee, whether one or more, mutually desire to change, alter and amend the Lease as herein stated;

NOW THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars ($10.00) cash paid by Lessee to the undersigned Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned do hereby covenant and agree to amend the Lease as follows:

1. The primary term stipulated in Paragraph 2 of the Lease is hereby changed from five (5) years to six (6) years and six (6) months (midnight April 2, 2001).

2. The above recited consideration not only includes the consideration paid for the extension of the primary term of the Lease, but it also includes any future annual delay rentals payable under Paragraph 4 of the Lease. No annual delay rentals shall be due or payable under the Lease for the remainder of the primary term as such primary term is extended under Paragraph No. 1 above.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the above described property covered by the Lease unto Lessee subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

This instrument 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 amendment, and the execution of any such counterpart shall be binding on all parties who execute same, regardless of whether it is executed by all parties who executed the Lease as Lessors. If this instrument is executed in multiple counterparts, Lessee is authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes.

275248

RECORDED October 4 1999 9:10A M
IN BOOK 112 O+G PAGE 271
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

WY-2767-0[redacted]

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 3, 1994.

LESSOR:

PAUL C. HAGENSTEIN

BETTE ANN HAGENSTEIN

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: _____
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: _____
Name: _____
Title: _____

LANCE OIL & GAS COMPANY, INC.

By: _____
Name: _____
Title: _____

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this 8 day of September, 1999, by **PAUL C. HAGENSTEIN**.

_____
Notary Public in and for the State of Wyoming

My commission expires:
5/23/01

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this 8 day of September, 1999, by **BETTE ANN HAGENSTEIN.**

_____
Notary Public in and for the State of Wyoming

My commission expires:
5/23/01

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF Douglas

This instrument was acknowledged before me on this 21st day of Sept, 1999, by Robin Benko as Attorney-in-Fact OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public in and for the State of Colorado

My commission expires:
MY COMMISSION EXPIRES
~~MARCH 17, 2000~~

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ of **LANCE OIL & GAS COMPANY, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

S:\Land\Leases\Amend OGL Hag.doc

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 3, 1994.

LESSOR:

PAUL C. HAGENSTEIN

BETTE ANN HAGENSTEIN

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By: Robin Benko
Name: Robin Benko
Title: Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC.

By: _____
Name: _____
Title: _____

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this _____ day of _____, 1999, by **PAUL C. HAGENSTEIN**.

_____
Notary Public in and for the State of Wyoming

My commission expires:

_____

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this _____ day of _____, 1999, by **BETTE ANN HAGENSTEIN**.

_____
Notary Public in and for the State of Wyoming

My commission expires:

_____

EXHIBIT A

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M.

Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

Sublette County, Wyoming

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

[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", all of Assignor's right, title and interest in and to the oil and gas lease dated July 19, 1999, from The Circle Cattle Company Limited Partnership (a Wyoming Limited Partnership), also known as Circle Cattle Company, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 112 of O&G, Page 167 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 20: N1/2NE1/4, NE1/4NW1/4
Section 22: E1/2SW1/4, SE1/4

and containing 360.00 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 August, 1999.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 4th day of August, 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 August, A.D. 1999.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2003

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

275257

RECORDED Oct. 5 1999 8:25A M

IN BOOK 112 O+G PAGE 276

FEES $6.00 [illegible] COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scott

FIRST AMENDED AND RESTATED ASSIGNMENT OF PRODUCTION PAYMENT

THE STATE OF WYOMING)
) Ss.
COUNTY OF SUBLETTE)

Ultra Petroleum (USA), Inc., a Colorado corporation, and Ultra Resources, Inc., a Wyoming corporation (collectively, "Ultra"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Halliburton Energy Services, Inc., a Delaware corporation ("Grantee"), a production payment (the "Production Payment") equal to 50.7042% (a) from the oil, gas, and other minerals, including casinghead gas and all other liquid or gaseous substances produced therewith or derived or manufactured therefrom, whether or not such substances are hydrocarbons, which are produced, saved and sold from the wellbore of the specific well (the "Well") identified on Exhibit "A" attached hereto, as such schedule may be amended from time to time, and (b) from any prepayments or payments in lieu of production from the Wells. The Production Payment shall be paid to Grantee until Payout, as defined in the Jonah Field Development Agreement.

1. *Definitions.*

1.1. "Jonah Field Development Agreement" means the First Amended and Restated Jonah Field Development Agreement, executed March 1, 1998, but effective May 30, 1997, between Ultra and Grantee, including the Contract Documents attached thereto.

1.2. "Net Revenue" means Ultra's ownership interest in and to production from a Well, after netting a sufficient portion of such production to result in proceeds sufficient for the payment of all applicable royalties, overriding royalties, severance taxes, ad valorem taxes and other taxes on or measured by production (but not income taxes), lease operating expenses (but not capital expenditures), and costs of third party gathering, dehydration, compression, processing, transportation and marketing attributable to such ownership interest.

1.3. All other capitalized terms used herein have the same meaning ascribed to such terms in the Jonah Field Development Agreement.

2. *General Provisions.*

2.1 *Subject to Jonah Field Development Agreement.* The Production Payment shall be subject in all respects to the terms and conditions of the Jonah Field Development Agreement, which is incorporated and made a part hereof by this reference; provided, however, that the termination or unenforceability of all or any portion of the Jonah Field Development Agreement for any reason (including, without limitation, the avoidance or failure to assume such contracts on behalf of Ultra's estate in any bankruptcy or insolvency proceedings), shall not terminate, limit, or affect in any way any provision of this assignment, including the incorporation of any terms, covenants, representations, or warranties therein.

2.2 *Payment to Grantee.* The purchasers of oil, gas and other minerals produced from the Wells shall make payment of the amounts due Grantee under this Production Payment directly to Ultra, which shall, by the end of the month after receipt of proceeds and after paying royalties, taxes, lease operating expenses, and other permissible costs, pay Grantee. Title to the production from the Wells shall belong to Grantee and such production shall either be marketed by Ultra for Grantee or, as provided below, be taken in kind by Grantee. Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds of the sale of production are paid and distributed in accordance with this paragraph. Each such payment to Grantee shall include a statement showing the gross production, purchase price, deductions for royalty, overriding royalty, taxes, lease operating expenses and costs of third party gathering, dehydration, compression, processing, transportation and marketing, as well as the net amount due Grantee.

2.3 *Release of Production Payment.* At Payout, Grantee shall execute and deliver to Ultra a release in recordable form of the Production Payment.

3. *Covenants of Ultra.* Until Payout, Ultra covenants and warrants for the benefit of Grantee as follows:

3.1 *Performance.* Ultra agrees to perform or cause to be performed all of its duties and obligations under the Contract Documents, including, without limitation, operation of the Wells in accordance with the terms of this Assignment and the Applicable Joint Operating Agreements; in good faith; in a workmanlike and prudent manner; in conformity with accepted and prudent oil and gas industry standards of operations; in full compliance in all material respects with all applicable federal, state and local laws, rules, and regulations; and in compliance with all expressed or implied obligations of the lessee under the concerned oil and gas leases, including, without limitation, the payment of all royalties, rentals, and other amounts due thereunder in a timely manner. Ultra shall pay or cause to be paid punctually before the same become delinquent, all severance, ad valorem, windfall profit, and other taxes applicable to Wells and concerned oil and gas

275329

RECORDED Oct. 11 1999 8:50 M
IN BOOK 119 OF 6 PAGE 277
FEES $15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boden

leases; all billings for operating expenses, equipment, supplies, and services, including gathering, transportation, dehydration, processing and compression charges; and all burdens on production from the Wells. Ultra shall bear 100% of any penalties or interest incurred as a result of any failure to make timely payment of any such amounts.

3.2 *Production Maintenance.* Ultra shall use prudent, good faith, and reasonable efforts (and to devote sufficient numbers of its employees and adequate amounts of equipment and machinery) to maintain production from each Well at the efficient level allowed by the gatherer and purchaser of the production and any applicable government proration order to the extent that a market exists for such production.

3.3 *Other Actions.* After each Well is completed and placed on stream or shut in, as the case may be, and regardless of whether under the terms of this Agreement Ultra then serves as operator or is subsequently replaced as operator, Ultra shall to the extent permitted by the Applicable Joint Operating Agreement, take or cause to be taken all actions which, according to the practices of prudent operators (determined without regard to the existence of this Production Payment) may be necessary, appropriate, or desirable to protect against drainage and maximize the productive capacity of the Wells. If a Well, after initially establishing commercial production hereunder, must be plugged and abandoned prior to Payout, the concerned working interest owners in such Well shall have all responsibility, and shall pay all expenses associated with the plugging and abandoning of such Well (including the supplying of all necessary related facilities therefor). Such costs for plugging and abandonment shall not be considered lease operating expenses.

3.4 *Nature of Proceedings.* Ultra shall provide written notice to Grantee of every material adverse claim or demand made or threatened to be made by any person (including any government or governmental agency) affecting the Wells or the proceeds of production therefrom in any manner whatsoever, and of any proceeding instituted with respect thereto.

3.5 *Ultra Insurance.* Ultra shall maintain insurance as follows:

(a) All risk insurance covering replacement cost for loss or damage to the Wells, relating structures, equipment, machinery, lines, pipelines, facilities and similar items relating to the Wells and production therefrom;

(b) General and automobile liability insurance covering all operations of Ultra with minimum limits of $1,000,000, including contractual liability coverage; and

(c) Workers' compensation and employer's liability insurance covering all employees of Ultra.

3.6 *Insurance Policies.* Ultra's insurance shall include endorsements providing that (i.) the insurer will give 30 days advance written notice by registered mail to Grantee in the event of cancellation or material change in coverage, (ii.) the insurance be primary to, and not receive contribution from, any insurance maintained by or on behalf of Grantee and (iii.) the insurance shall not be reduced, voided, waived or in any other manner limited as respects Grantee in the event Grantee violates any warranties, terms or conditions of Grantee's insurance. Grantee shall not be responsible or liable for any deductibles, self-insured retention and/or premiums of Ultra's insurance.

3.7 *Proceeds of Casualty Loss.* Insurance proceeds as a result of casualty damage to the Wells, or to structures, equipment, machinery, facilities, and similar items related to the Wells paid for by Ultra, to the extent of the cost of replacing and repairing such property shall be applied to repair or replace such property. Such insurance proceeds to the extent they exceed the costs incurred to repair or replace the damaged or destroyed property (or if the damaged or destroyed property is not repaired or replaced), shall be paid to Grantee and shall be credited to the Payout Account.

3.8 *Waiver of Subrogation Rights.* The policy required by paragraph 3.5(a) above shall include Grantee as a loss payee to the extent of Grantee's interest, and shall also include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. The policies required under paragraph 3.5(c) above shall name Grantee as an additional insured to the extent of liabilities or obligations assumed by Grantee. The policies required by 3.5(c) above shall include a waiver of subrogation in favor of Grantee to the extent of liabilities or obligations assumed by Grantee. It is also agreed that Grantee shall provide for waivers of subrogation in policies Grantee may carry in favor of Customer to the extent of liabilities or obligations assumed by Grantee.

3.9 *Marketing.* Ultra will use prudent, good faith, reasonable and diligent efforts, at no expense (other than third party charges) to Grantee, to market any and all hydrocarbons or other valuable minerals produced from each Well and in performing the obligations and exercising the rights of the producers of gas under all gas purchase contracts to which the Wells are subject, including, without limitation, to provide for the sale of such hydrocarbons at the wellhead at the highest price obtainable in the field for similar production quantity and quality, to maintain the percentage of the maximum efficient delivery capacity of the Wells taken by the purchasers at the highest possible level, to assure the connection of each Well as promptly as possible to the purchaser's pipeline systems, to provide sufficient compression for maximum deliverability, to provide adequate salt water disposal wells in order to maintain maximum production, to determine proper compliance by the purchasers with applicable take or pay provisions,

and to initiate as promptly as possible any price redetermination procedures that would result in higher prices for gas sold. If necessary upon completion, Ultra shall construct or cause to be constructed all gathering lines, connecting lines, pipelines, salt water disposal wells, and shall provide all compression facilities and equipment necessary to permit any oil or gas produced from the Wells to be produced and delivered into tank batteries or the gas purchaser's system, as applicable. Grantee shall not be obligated to fund any part of the cost for constructing or providing such pipelines, facilities, and equipment and no part of such costs (other than monthly operating expenses) shall be chargeable against the Production Payment. Any payment received by Ultra (including without limitation a "take-or-pay" payment) that arises from a contractual provision which requires a purchaser to pay for a specified quantity of natural gas even though it is not taken by such purchasers and which payment is attributable to production not taken by such purchaser from a Well, shall be treated for purposes of such assignment as proceeds of production and Grantee shall receive its proportionate part of any such payment. Unless required to do so by a court or governmental authority for *force majeure*, Ultra will not shut in any producing well as to which Grantee has a Production Payment assignment for more than thirty (30) days without giving prior written notice to Grantee of such contemplated action.

3.10 *Take in Kind.* In the event that (a) the volume of gas taken by the purchaser of production from the Wells drilled hereunder shall fall below 40% of the Wells' maximum prudent deliverability on average for 90 consecutive days; or (b) if the weighted average price for natural gas (net of reimbursement of production-related taxes and the transportation costs) should be less than $1.00 per MMBtu for any consecutive period of 90 days; then, upon ten days' prior written notice, and subject to all applicable gas contracts and dedications, Grantee shall have the right and power to take in kind or separately dispose of its share of all oil and gas produced from any such Well, and Ultra shall have no right or power to sell or make any commitment with respect to Grantee's share of any such production. In that event, any extra expenditure incurred in the taking in kind or separate disposition by Grantee of its share of the production shall be borne by Grantee. Notwithstanding the preceding provisions of this paragraph to the contrary, Grantee shall not commence to take in kind its share of any gas produced from any Wells until Ultra and Grantee have entered into a mutually acceptable gas balancing agreement that governs the accounting between the respective accounts of Ultra and Grantee if Grantee's separate disposition of its share of such gas would cause split-stream deliveries to separate pipelines and/or deliveries that on a day-to-day basis for any reason are not exactly equal to their respective proportionate shares of total gas sales. In such event, Ultra and Grantee shall execute all division orders, transfer orders, and other instruments necessary to ensure that the proceeds from the sale of such production are paid to Grantee. If Grantee elects to take in kind its share of gas produced from any Wells, and if any agreement entered into by Grantee for the sale of such gas expires prior to Payout with respect to the Wells, Ultra shall have the first right again to take and market such gas, provided Ultra can demonstrate to Grantee's reasonable satisfaction, within 30 days, that Ultra has markets for all such volumes of gas at prices at lease equal to those obtainable by Grantee. If Grantee elects to take in kind its share of gas from any Wells, and if Payout occurs with respect to the Wells prior to the expiration of any agreement entered into by Grantee for the sale of such gas, Grantee shall execute all such documents and instruments as may be necessary to assign to Ultra all of the rights, titles, and interest of Grantee under the terms of the relevant agreement. If taken in kind, Grantee agrees that it shall not market such gas in a manner as will subject Ultra, its affiliates, or its gas to federal regulation under the NGPA or FERC or any successor or similar regulatory authority.

3.11 *Defense of Interests.* Ultra shall, until such time as the Payout Account is paid in full, cause all necessary and proper steps to be taken, at Ultra's expense, diligently to protect and defend the interest of Grantee under the Production Payment and proceeds of production attributable thereto against any adverse claim or demand.

3.12 *Obligation to Transport and Transmit Gas.* To the extent that Ultra, its subsidiaries or affiliated companies, owns any interest in or operates a pipeline, connecting line, or gathering line over which gas and condensable liquids from the Wells are or may be gathered, transported or transmitted to a connection where the gas and condensable liquids may be sold to a third party purchaser ("Ultra's Pipeline"), Ultra shall gather and transport, through Ultra's Pipeline, the gas and condensable liquids produced from the Wells on a ratable and nondiscriminatory basis to the extent of its available system capacity. Such obligation shall not be impaired or reduced by any election of Grantee to take gas in kind, provided that (a) Grantee shall pay to Ultra's Pipeline the lower of the applicable tariff or the lowest rate being charged by such pipeline to other producers in the same general area to gather and transport gas and condensable liquids under similar conditions, and (b) such transportation shall not subject Ultra's Pipeline to federal regulation under the NGPA or the FERC or any successor or similar regulatory agency. The maximum tariff payable to Ultra's Pipeline to transport gas and condensable liquids produced from the Wells shall not exceed the lesser of the rate paid by other operators on Ultra's Pipeline or $0.05 per MMBtu during the term of this Agreement and until Payout. Grantee recognizes that to market such take-in-kind gas may cause to be incurred third party transportation charges over which Ultra has no control and which are expressly

excluded from the amounts paid to Ultra for transportation on Ultra's Pipeline. For purposes of this paragraph, R.I.S. Resources, Inc., its subsidiaries and affiliates, shall not be considered subsidiaries or affiliates of Ultra.

3.13 *Metering and Allocations.* Gas produced and sold from the Wells completed hereunder will be measured at the wellhead prior to commingling with any other gas stream. Copies of measurement tests and monthly volume statements provided by gas purchaser or gas gatherer for the subject wells will be available to Grantee from Ultra. Upon request by Grantee, Ultra shall provide Grantee with advance written notice of any meter test or calibration so that Grantee may have a witness present. Ultra shall contract with its gas gatherer to maintain sufficient facilities to be able to conduct sufficient tests for each Well, so as to be able to allocate the quantities of gas produced back to the Well producing such Gas within a degree of accuracy normally acceptable within the industry for Gas and wells of this nature. Ultra shall provide the results of all such tests to Grantee within ten (10) days after completion of the tests. Grantee shall have the right to inspect the production facilities, surface equipment, and meters, to be able to verify the tests and allocations of production. Oil and condensate produced from the Wells will be stored and measured separately, before commingling with other well streams. Grantee shall have the right, at its own expense, to determine production and measurement accuracy.

3.14 *Subsequent Operations or AFE Proposals.* Ultra shall not propose any subsequent operation to the Well pursuant to an Applicable Joint Operating Agreement without Grantee's prior written approval. If any Authority for Expenditure is proposed by an interest owner other than Ultra that includes capital expenditures for any subsequent operation on a Well, Ultra shall elect to participate in such proposal and shall fund its pro rata portion of such operation or expenditure; *provided, however*, that upon the mutual agreement of Ultra and Grantee, Ultra shall not be obligated to participate in such proposal. Ultra agrees that capital expenditures required to fund a subsequent operation shall not be deducted in determining Ultra's Net Revenue, but any amounts paid by Grantee on account of such operations shall be included in calculating Payout.

3.15 *Non*-Consent Alternative Payments. If Grantee ceases receiving revenue attributable to a Well because Ultra's Interest goes into a Non-Consent Status and Grantee has not provided prior written consent to such Non-Consent Status, Ultra shall pay to Grantee monthly a Non-Consent Alternative Payment. The Non-Consent Alternative Payment shall be treated as the amount that Grantee would otherwise have been entitled to receive under the Production Payment assuming Ultra's Interest had not been in Non-Consent Status. Ultra shall continue paying to Grantee monthly the Non-Consent Alternative Payment so long as Grantee receives less than the revenue to which Grantee would have been entitled but for Ultra's Non-Consent Status. The Non-Consent Alternative Payments received by Grantee shall be credited to the Payout Account and treated as revenue attributable to the Production Payment. The Non-consent Alternative Payments shall cease on the earliest of (a) the date Grantee begins receiving revenue from the Well as to which Ultra's Interest was previously in a Non-Consent Status; or (b) the date Payout occurs. "Non-Consent Alternative Payment" means the amount payable to Grantee by Ultra attributable to a Well covered by a Production Payment as to which the Ultra Interest is in Non-Consent Status, calculated by taking the average of the monthly payments due to Grantee attributable to the Well for the twelve-month period immediately preceding the cessation of payments to Grantee. If the Production Payment has not been effective for twelve months, then the calculation shall be based upon the amount that would have been payable to Grantee as if the Production Payment had been effective for such preceding twelve-month period. "Non-Consent Status" as to an interest in a Well means that, because of subsequent operation on a Well and due to the terms of the Applicable Joint Operating Agreement, an interest owner ceases to receive, or have the right to receive, revenue attributable to such interest due to the interest owner's either (a) failing to make an election with regard to a proposed operation or (b) affirmatively declining to participate in a proposed operation.

3.16 *Third-Party Non-Consent Interests.* In the event that the working interest of any Non-Participating Interest Owner in a Well shall be acquired by Ultra pursuant to the Non-Participating Interest Owner's interest, or any part thereof, being placed in a Non-Consent Status and being funded by Ultra, then that portion of the Non-Participating Interest Owner's interest that is in Non-Consent Status and that is acquired by Ultra shall be included in Ultra's Net Revenue.

4. *Representations and Warranties of Ultra.*

4.1 *Special Warranty of Title.* Ultra shall warrant and forever defend title (other than as to ad valorem taxes not yet due and liens subordinated to this Production Payment) to all the interests hereby assigned and conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or to claim the same or any part thereof by, through or under Ultra, but not otherwise. Ultra warrants that (i.) it, together with any Ratifying Parties, owns not less than a 63.75% working interest in the Wells in the Stud Horse Butte Prospect and not less than a 37.5% working interest in all other Wells shown on Schedule 1 and (ii.) of the First Amended and Restated Jonah Field

Development Agreement, all mineral interests in the spacing unit applicable to each Well are leased and subject to an Applicable Joint Operating Agreement.

4.2 *Other Representations and Warranties.* All of the other representations and warranties of Ultra contained in the Jonah Field Development Agreement are true and correct as of the date hereof.

5. *Default.* Any default under the Jonah Field Development Agreement shall be deemed to be a default in connection with the Production Payment, and Grantee shall thereupon be entitled to enforce the applicable remedies set forth in the Jonah Field Development Agreement.

6. *Miscellaneous.*

6.1 Covenants *Run with the Land.* All the covenants and agreements of Ultra herein contained shall be deemed to be covenants running with the land and shall be binding upon all successors in interest to Ultra and shall inure to the benefit of all successors in interest to Grantee.

6.2 *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All references herein to any of the parties hereto shall include their respective successors and assigns.

6.3 *Ratable Takes.* All gas purchases by a purchaser from the Wells dedicated to such purchaser shall be applied ratably, in proportion to the deliverability, to all wells in which Ultra or any affiliate has an interest and from which gas is dedicated in whole or in part to such purchasers.

6.4 *Prior Title Warranties.* This assignment is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the Wells, underlying oil and gas leases, or any part thereof or interest therein.

6.5 *No Partnership.* None of the representations, warranties, covenants, or other provisions contained or incorporated herein shall, or shall be deemed to, give any party the right or power to exercise control over the affairs and/or management of any other party, nor to classify Grantee other than as an independent contractor having no agency, partnership, joint venture, or unaffiliated relationship with Ultra.

6.6 *Severability.* If any provision of this assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7 *Governing Law.* This assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming and the United States of America.

7. *Additional Instruments.* Ultra agrees to execute such other and additional instruments as may be necessary in order that Grantee may full enjoy all of the respective rights herein granted or intended to be granted pursuant to the Jonah Field Development Agreement.

8. *Effective Date.* This Assignment of Production Payment shall be deemed to have been effective from and after date of first production from the Wells.

EXECUTED THIS 27th DAY OF AUGUST , 1999.

ULTRA:
ULTRA PETROLEUM (USA), INC.

By: Robin Benko
Robin Benko, Attorney-in-Fact

ULTRA RESOURCES, INC.

By: Robin Benko
Robin Benko, Attorney-in-Fact

GRANTEE:
HALLIBURTON ENERGY SERVICES, INC.

By:
Bob Verrett, Vice President Integrated Solutions
Halliburton Energy Services Division

STATE OF COLORADO)
) Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of August, 1998, by Robin Benko, Attorney-in-Fact of Ultra Petroleum (USA), Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

NOTARY PUBLIC
E. MARKS
STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO)
) Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of August 1998, by Robin Benko, Attorney-in-Fact of Ultra Resources, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

NOTARY PUBLIC
E. MARKS
STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF TEXAS)
) Ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 8 day of Sept., 1998, by Bob Verrett, Vice President Integrated Solutions, Halliburton Energy Services, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

NOTARY PUBLIC
MONICA WILLIAMSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 11/20/99

My commission expires:
11-20-99

EXHIBIT "A"

Well Name	Location
Stewart Point 3-28	Township 33 North, Range 109 West Section 28: NE/4NW/4 Sublette County, Wyoming

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-149036

Lease Effective Date
(Anniversary Date)
10-01-1999

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 20.00%
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 30 North, Range 107 West, 6th P.M. Section 13: ALL Section 23: N/2, NESW, S/2SW, SE Section 24: ALL Containing 1880.00 acres, more or less. Sublette County, Wyoming	100%	60.00%	40.00%	-0-	-0-

275340

RECORDED Oct. 12 1999 8:45 AM
IN BOOK 112 ORG PAGE 284
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

284

art 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 20.00%
105 South Fourth Street
Artesia, NM 88210

Myco Industries, Inc. 20.00%
105 South Fourth Street
Artesia, NM 88210

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 4 day of October, 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 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 assigament 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 4 day of October, 19 99

Executed this _____ day of _____, 19

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

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

Attorney-in-fact Randy G. Patterson

105 South Fourth Street
(Assignor's Address)

Artesia, NM 88210
(City) (State) (Zip Code)

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

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-149035

Lease Effective Date
(Anniversary Date)
10-01-1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* — Yates Drilling Company — 20.00%
   Street — 105 South Fourth Street
   City, State, ZIP Code — Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 1: Lots 1-4: S/2N/2, S/2 Section 2: Lots 1-4: S/2N/2, S/2 Section 11: ALL Section 12: ALL Containing 2472.60 acres, more or less. Sublette County, Wyoming	100%	60.00%	40.00%	-0-	-0-

275341

RECORDED October 12 1999 8:45 AM
IN BOOK 112 O+G PAGE 286
FEES $8.00 M [illegible] CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

286

rt 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 20.00%
105 South Fourth Street
Artesia, NM 88210

Myco Industries, Inc. 20.00%
105 South Fourth Street
Artesia, NM 88210

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 4 day of October, 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 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 4 day of October, 19 99

Executed this _____ day of _____, 19

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

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

Attorney-in-fact Randy G. Patterson

105 South Fourth Street
(Assignor's Address)

Artesia, NM 88210
(City) (State) (Zip Code)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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 1998-774-004/41006

[redacted] [redacted] [redacted]

AMENDMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That, heretofore, under date of October 3, 1994, Paul C. Hagenstein and Bette Ann Hagenstein, husband and wife, as Lessor, whether one or more, did execute and deliver to Dual Resources, Inc., as Lessee, an Oil and Gas Lease recorded in Book 100 O&G at Page 576 of the Official Public Records of Sublette County, Wyoming, covering land located in Sublette County, Wyoming , being more specifically described as follows, to-wit:

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

which mineral lease is called "the Lease" and

WHEREAS, said Lease is now owned by Anschutz Wyoming Corporation, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.; and

WHEREAS, the undersigned Lessor, whether one or more, and Lessee, whether one or more, mutually desire to change, alter and amend the Lease as herein stated;

NOW THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars ($10.00) cash paid by Lessee to the undersigned Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned do hereby covenant and agree to amend the Lease as follows:

1. The primary term stipulated in Paragraph 2 of the Lease is hereby changed from five (5) years to six (6) years and six (6) months (midnight April 2, 2001).

2. The above recited consideration not only includes the consideration paid for the extension of the primary term of the Lease, but it also includes any future annual delay rentals payable under Paragraph 4 of the Lease. No annual delay rentals shall be due or payable under the Lease for the remainder of the primary term as such primary term is extended under Paragraph No. 1 above.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the above described property covered by the Lease unto Lessee subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

This instrument 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 amendment, and the execution of any such counterpart shall be binding on all parties who execute same, regardless of whether it is executed by all parties who executed the Lease as Lessors. If this instrument is executed in multiple counterparts, Lessee is authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes. This document is in reference to and part of Amendment of Oil and Gas Lease, recorded on October 4, 1999, in Book 112, Page 271.

275342

RECORDED October 12 1999 8:45 M

IN BOOK 112 O+G PAGE 288

FEES $12.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

WY-2767-00013

288

EXECUTED this 31st day of August, 1999, but effective for all purposes as of October 3, 1994.

LESSOR:

PAUL C. HAGENSTEIN

BETTE ANN HAGENSTEIN

LESSEES:

ANSCHUTZ WYOMING CORPORATION

By: William J. Miller
William J. Miller
Vice President

ULTRA RESOURCES, INC.

By:_____
Name:_____
Title:_____

LANCE OIL & GAS COMPANY, INC.

By: Jeffrey E. Jones fmp
Name: Jeffrey E. Jones
Title: Vice President - Production

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this _____ day of _____, 1999, by **PAUL C. HAGENSTEIN**.

Notary Public in and for the State of Wyoming

My commission expires:

_____

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on this _____ day of _____, 1999, by **BETTE ANN HAGENSTEIN**.

Notary Public in and for the State of Wyoming

My commission expires:

_____

[redacted] [redacted] [redacted]

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 31st day of August, 1999, by William J. Miller as Vice President of **ANSCHUTZ WYOMING CORPORATION**, on behalf of said corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____ as _____ OF **ULTRA RESOURCES, INC.**, on behalf of said corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

_____

STATE OF COLORADO

COUNTY OF Adams

This instrument was acknowledged before me on this 29th day of September, 1999, by Jeffery E. Jones as Vice President - Production of **LANCE OIL & GAS COMPANY, INC.** on behalf of said corporation.

E. June Todd
Notary Public in and for the State of Colorado

My commission expires:
4-3-2000

EXHIBIT A

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M.
Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

Sublette County, Wyoming

WHEN RECORDED, PLEASE RETU[illegible]D
THE ANSCHUTZ CORPORATIO[illegible]
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

STIPULATION OF INTERESTS AND PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

This instrument is made and entered into this 4th day of April, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry"); **MCNIC Oil & Gas Company**, a Michigan corporation, formerly known as CoEnergy Rockies, Inc., 150 West Jefferson Avenue, Suite 1900, Detroit, Michigan 48226 (said company hereinafter referred to as "MCNIC" or "CoEnergy"); **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"); **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001 ("Fort Collins"); and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), said parties being hereinafter sometimes collectively referred to as "Assignors"; and **Snyder Oil Corporation**, a Delaware corporation, 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("SOCO"), and **Amoco Production Company**, a Delaware corporation, P.O. Box 800, Denver, Colorado 80201-0800 ("Amoco"), said parties being hereinafter sometimes referred to as "Assignees".

R E C I T A L S

1. By Assignment (the "Wold Assignment") dated February 18, 1993 and recorded February 25, 1993 in Book 92 of Oil and Gas at Page 7 of the records of Sublette County, Wyoming, McMurry acquired all of the working interest in State of Wyoming Oil and Gas Lease 90-00365 (the "Subject Oil and Gas Lease") from Wold Oil and Gas Company subject to the reservation by the Assignor of a 2.5% overriding royalty interest;

2. Following its acquisition of the Subject Oil and Gas Lease, McMurry Oil Company carved out the following additional overriding royalty interests therein:

(a) Assignment of Overriding Royalty dated September 23, 1993 and recorded October 4, 1993 in Book 93 of O&G at Page 656 of the records of Sublette County, Wyoming, conveying a 0.6% of 8/8ths overriding royalty interest to John W. Martin (the "Martin Assignment");

(b) Assignment of Overriding Royalty dated September 23, 1993 and recorded October 4, 1993 in Book 93 of O&G at Page 664 of the records of Sublette County, Wyoming, conveying a 0.8125% of 8/8ths overriding royalty interest to Neil A. McMurry, et al. (the "Neil A. McMurry Assignment");

275372

RECORDED October 14 1999 1:40p M
IN BOOK 112 O&G PAGE 292
FEES $34.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

STIPULATION OF INTERESTS AND PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

This instrument is made and entered into this 4th day of April, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry"); **MCNIC Oil & Gas** Properties, Inc., a Michigan corporation, formerly known as CoEnergy Rockies, Inc., 150 West Jefferson Avenue, Suite 1900, Detroit, Michigan 48226 (said company hereinafter referred to as "MCNIC" or "CoEnergy"); **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"); **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001 ("Fort Collins"); and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), said parties being hereinafter sometimes collectively referred to as "Assignors"; and **Snyder Oil Corporation**, a Delaware corporation, 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("SOCO"), and **Amoco Production Company**, a Delaware corporation, P.O. Box 800, Denver, Colorado 80201-0800 ("Amoco"), said parties being hereinafter sometimes referred to as "Assignees".

R E C I T A L S

1. By Assignment (the "Wold Assignment") dated February 18, 1993 and recorded February 25, 1993 in Book 92 of Oil and Gas at Page 7 of the records of Sublette County, Wyoming, McMurry acquired all of the working interest in State of Wyoming Oil and Gas Lease 90-00365 (the "Subject Oil and Gas Lease") from Wold Oil and Gas Company subject to the reservation by the Assignor of a 2.5% overriding royalty interest;

2. Following its acquisition of the Subject Oil and Gas Lease, McMurry Oil Company carved out the following additional overriding royalty interests therein:

(a) Assignment of Overriding Royalty dated September 23, 1993 and recorded October 4, 1993 in Book 93 of O&G at Page 656 of the records of Sublette County, Wyoming, conveying a 0.6% of 8/8ths overriding royalty interest to John W. Martin (the "Martin Assignment");

(b) Assignment of Overriding Royalty dated September 23, 1993 and recorded October 4, 1993 in Book 93 of O&G at Page 664 of the records of Sublette County, Wyoming, conveying a 0.8125% of 8/8ths overriding royalty interest to Neil A. McMurry, et al. (the "Neil A. McMurry Assignment");

(c) Assignment of Overriding Royalty dated September 23, 1993 and recorded October 4, 1993 in Book 93 of O&G at Page 670 of the records of Sublette County, Wyoming, conveying a 0.835% of 8/8ths overriding royalty interest to Doris McMurry, et al. (the "Doris McMurry Assignment"); and

3. By Assignment dated February 3, 1995 and approved by the Commissioner of Public Lands for the State of Wyoming on June 21, 1995, McMurry conveyed an undivided 50.5% working interest in the Subject Oil and Gas Lease as follows:

Nerd	-	24.75%
Fort Collins	-	23.75%
Warner	-	2.00%,

said Assignment purporting to reserve an overriding royalty interest of 2.0%; and

4. By separate Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of December 31, 1994 and recorded in Book 101 of O&G at Page 45 of the records of Sublette County, Wyoming, McMurry assigned an undivided 50.5% of its interest in the Subject Oil and Gas Lease as follows:

Nerd	-	24.75%
Fort Collins	-	23.75%
Warner	-	2.00%,

said Assignment erroneously providing that Assignor had previously assigned and conveyed a total of 2.0% of 8/8ths overriding royalty interest in the Subject Oil and Gas Lease; and

5. The intent of McMurry in the Assignments described in paragraphs 3 and 4 above to Nerd, Fort Collins and Warner was to establish the following ownership in the Subject Oil and Gas Lease with the working interest of each party bearing a proportionate share of the 1/6th landowner's royalty and the 2.5% overriding royalty reserved in the Wold Assignment and with the 49.5% working interest of McMurry bearing an undivided portion of the overriding royalties created by the Martin Assignment, the Neil A. McMurry Assignment and the Doris McMurry Assignment equal to 1.2375%/2.2475% and with the remaining portion of said overriding royalties (i.e., 1.01%/2.2475%) being borne out of the working interests of Fort Collins, Nerd and Warner in proportion to their respective interests:

Owner	Working Interest	Net Revenue Interest
McMurry	49.50%	38.775% (78.333% of WI)
Nerd	24.75%	19.511% (78.833% of WI)

Fort Collins	23.75%	18.723% (78.833% of WI)
Warner	2.00%	1.577% (78.833% of WI); and

6. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 and recorded March 9, 1995 in Book 101 of O&G at Page 160 of the records of Sublette County, Wyoming, Nerd conveyed an undivided 50% of its interest in the Subject Oil and Gas Lease to Fort Collins effective as of January 1, 1995;

7. By Conveyance, Assignment and Bill of Sale dated April 5, 1996, effective as of April 1, 1996, and recorded April 30, 1996 in Book 103 of O&G at Page 309 of the records of Sublette County, Wyoming, McMurry, Nerd, Fort Collins and Warner conveyed unto MCNIC (then known as CoEnergy Rockies, Inc.) an undivided 33.333% of all of their interests in the Subject Oil and Gas Lease together with such additional overriding royalty interest payable out of the retained working interests of such parties as may be necessary to vest in CoEnergy a net revenue interest percentage equal to 80% of the working interest percentage assigned in the Subject Oil and Gas Lease;

8. As the result of the foregoing assignment, the subject lease was intended to be owned by McMurry, Fort Collins, Nerd, Warner and CoEnergy as follows:

Owner	Working Interest	Net Revenue Interest
McMurry	33.000%	25.575% (77.5% of WI)
Fort Collins	24.083%	18.844% (78.246% of WI)
Nerd	8.250%	6.456% (78.255% of WI)
Warner	1.334%	1.043% (78.245% of WI)
CoEnergy	33.333%	26.668% (80.000% of WI); and

9. By that certain Assignment of Overriding Royalty Interest dated effective April 1, 1996 and recorded July 1, 1996 in Book 103 of O&G at Page 476 of the records of Sublette County, Wyoming, CoEnergy conveyed a proportionately reduced 0.5% overriding royalty interest in the Subject Oil and Gas Lease to Marshall C. Crouch III and a proportionately reduced 0.5% overriding royalty interest in the Subject Oil and Gas Lease to Jane R. Crouch;

10. Pursuant to the terms of that certain Farmout Agreement dated June 17, 1994, as amended (the "Farmout Agreement") between McMurry, Nerd, Fort Collins and Warner as Farmor and SOCO as Farmee, McMurry, Nerd, Fort Collins, Warner and MCNIC are obligated to convey an undivided 48% interest in the subject lease from the surface down to the base of the Mesa Verde formation to SOCO and Amoco in equal shares, said interest to be conveyed subject to a proportionate share of the landowner's royalty and other lease burdens totalling 20%, together with a like interest in the Stud Horse Butte 4-36 Well which is located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming;

11. Assignors desire to convey unto Assignees the interests in the Subject Oil and Gas Lease to which Assignees are entitled by virtue of the Farmout Agreement, as amended, and to stipulate as to the ownership of the working interest in the Subject Oil and Gas Lease;

NOW, THEREFORE, for and in consideration of the premises, Assignors hereby grant, convey and assign unto Assignees in equal undivided shares an undivided 48% interest in the Stud Horse Butte 4-36 Well and in the Subject Oil and Gas Lease insofar as it covers all of Section 36, Township 29 North, Range 108 West, 6th P.M. as to horizons from the surface of the earth to the base of Mesa Verde formation which is defined as the stratigraphic equivalent of a depth of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming; and for the same consideration, each of the Assignors hereby grants and conveys unto Assignees in equal undivided shares such overriding royalty interest payable out of its retained working interest in the Subject Oil and Gas Lease insofar as it covers the above-described lands and horizons as may be necessary to vest each Assignee with a net revenue interest equal to 80% of the working interest in the Subject Oil and Gas Lease conveyed unto Assignee by virtue of this instrument.

It is the intent of the parties hereto that upon the execution and delivery of this instrument that the working interest and net revenue interest of each of the parties in the Subject Oil and Gas Lease as to horizons from the surface to the base of the Mesa Verde formation as above defined shall be as follows, and each of the parties hereto hereby grants and conveys unto the other such interests as may be necessary to effect such ownership:

Owner	Working Interest	Net Revenue Interest
SOCO	24.0%	19.2%
Amoco	24.0%	19.2%

MCNIC	17.333%	13.868%
McMurry	17.160%	12.903%
Fort Collins	12.523%	9.596%
Nerd	4.290%	3.288%
Warner	0.694%	0.531%
Total	100.00%	78.586%

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective successors and assigns, FOREVER, subject to the following:

This Assignment is subject to the terms and provisions of the Subject Oil and Gas Lease and to the following agreements:

(a) That certain Gas Gathering and Processing Agreement dated July 31, 1992 between Northwest Pipeline Corporation and McMurry Oil Company;

(b) The "Farmout Agreement" described above;

(c) That certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation; and

(d) That certain Joint Operating Agreement dated May 8, 1996 between McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-operators, covering all of Section 36, Township 29 North, Range 108 West, from the surface of the earth down to the base of the Mesa Verde formation.

Separate assignments of the operating rights and working interests herein conveyed unto Assignees have been executed on forms suitable for filing with the Wyoming State Board of Land Commissioners. Said assignments shall be deemed to contain all the terms and provisions hereof as though they were set forth therein. The interests conveyed by said assignments are the same and not in addition to the interests herein conveyed.

This Assignment is made without warranty or covenants of title, express or implied; provided, however, that each Assignor does hereby severally covenant to warrant and defend the interests herein conveyed by it to Assignees as against all parties claiming by, through or under such Assignor.

This instrument may be executed in multiple counterparts and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNORS:

ATTEST:

Laura L. Stokes

McMURRY OIL COMPANY,
a Wyoming corporation

By: _____
John W. Martin
President

ATTEST:

_____

MCNIC OIL & GAS PROPERTIES, INC.
Formerly COENERGY ROCKIES, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
Mick McMurry
President

ATTEST:

Irene E. Greene
Sec.-Treas.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

This instrument may be executed in multiple counterparts and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNORS:

McMURRY OIL COMPANY,
a Wyoming corporation

ATTEST:

_____

By: _____
John W. Martin
President

MCNIC OIL & GAS PROPERTIES, INC
Formerly COENERGY ROCKIES, INC.,
a Michigan corporation

ATTEST:
Tonya L. Jackson
TONYA L. JACKSON

By: /Dominic Monterosso Lwc
Name: DOMINIC MONTEROSSO
Title: ATTORNEY-IN-FACT

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____

By: _____
Mick McMurry
President

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

ATTEST:

_____

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

This instrument may be executed in multiple counterparts and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNORS:

McMURRY OIL COMPANY,
a Wyoming corporation

ATTEST:

_____

By: _____
John W. Martin
President

MCNIC OIL & GAS PROPERTIES, INC.
Formerly COENERGY ROCKIES, INC.,
a Michigan corporation

ATTEST:

_____

By: _____
Name: _____
Title: _____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____

By: _____
Mick McMurry
President

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

ATTEST:

_____

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

ASSIGNEES:

ATTEST:

SNYDER OIL CORPORATION,
a Delaware corporation

XXXX-NA-XXXX

By: _____
Name: Steven G. Van Hook
Title: Attorney-in-Fact

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

_____

By: _____
Name: Debra J. Norwood
Title: ~~ATTORNEY-IN-FACT~~

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1997, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

ATTEST:

_____

ASSIGNEES:

SNYDER OIL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 17 day of June, 1997, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: Box 220
Casper, Wy 82602

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me by _____ as _____ of MCNIC Oil & Gas Properties, Inc., formerly CoEnergy Rockies, Inc., a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) SS.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 17 day of June, 1997, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: Box 220
Casper, Wy 82602

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 12th day of June, 1997, by William R. Weeks, Jr. as Executive Vice President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-98

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

Dianne E Greene
Notary Public
Address: 5905 Deer Meadow Dr
Cheyenne, Wy 82001

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

SUBSCRIBED AND SWORN to before me by DOMINIC MONTEROSSO as ATTORNEY-IN-FACT of MCNIC Oil & Gas PROPERTIES, INC., formerly CoEnergy Rockies, Inc., a Michigan corporation, on behalf of the corporation, this 30TH day of APRIL, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

August 28, 2000

TONYA L. JACKSON
Notary Public, Wayne County, Michigan
My Commission Expires August 28, 2000

Tonya L. Jackson
Notary Public
Address: 150 W. Jefferson #1900
DETROIT, MI 48226

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1997, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1997, by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of April, 1997, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 1997

Carol L. Hamamoto
Notary Public
Address: 1512 Larimer # 1000
Denver CO 80202

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1997, by _____ as _____ of Snyder Oil Corporation, a Delaware corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me by _____ as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1997.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

c:\wpdata\smt\mcmurry\section.36\90-00365.stp(4/22/97)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1997, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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

The foregoing instrument was acknowledged before me this 23rd day of May, 1997, by Steven G. Van Hook as Attorney-in-Fact of Snyder Oil Corporation, a Delaware corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

April 12, 2000

M. Scott Homsley
Notary Public M. Scott Homsher
Address: 1625 Broadway, Suite 2200
Denver, Colorado 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me by Debra J. Norwood as Attorney-in-Fact of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this 19th day of January, 1999
VJW

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-14-2002

Virginia J. Williams
Notary Public
Address: 1670 Broadway
Denver CO 80202

VIRGINIA J. WILLIAMS NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Enron Oil & Gas Company, 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee," an undivided one-third (33.33%) of Assignor's right, title and interest in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Partial Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

IN WITNESS WHEREOF, this instrument is executed this 31st day of August, 1999.

275376

RECORDED October 14 1999 2:00 PM
IN BOOK 112 Q+G PAGE 307
FEES $10.00 M L
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNOR:

ENRON OIL & GAS COMPANY

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

m:cdrive\agrmt\083099a.doc

ASSIGNEE:

SENECA RESOURCES CORPORATION

By: _____

John F. McKnight
Vice President, Land & Legal

STATE OF COLORADO)
) §
COUNTY OF DENVER)

This instrument was acknowledged before me on this the 31st day of August, 1999, by Andrew C. Morris, Agent and Attorney-in-Fact for ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

Expiration Date:
7-26-2002

Betty A. Herrold
Betty A. Herrold
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 29th day of September, 1999 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Notary Public in and for the State of Texas

MEADOW CANYON AREA OF MUTUAL INTEREST

Lease # or Doc #	Lessor Name	Recording Book/Page	Lease Date	Legal Description
75894-000 (Meadow Canyon)	CIRCLE CATTLE COMPANY LIMITED PARTNERSHIP	111/460	04/26/1999	T31N-R113W, 6TH P.M. Sec. 17: S2SE Sublette County, WY
75899-000 (Meadow Canyon)	STATE OF WYOMING 99-00412		07/02/1999	T32N-R114W, 6TH P.M. Sec. 12: Lot 3, S2NW, NWSW Sublette County, WY

309

[redacted] [redacted] [redacted] Piney

50339-000

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-92223

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

EOG Resources, Inc. formerly known as
Enron Oil & Gas Company
600 Seventeenth Street, Suite 1100 North
Denver, Colorado 80202

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

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
A	b	c	d	e	f
Township 27 North, Range 114 West, 6th P.M. Section 12: NW/4SW/4, W/2NW/4 Insofar and only insofar as from the surface down the stratigraphic equivalent of 7877 feet, total depth reached in the Gentle Annie 1-12 well located in the SW/4NW/4 of Section 12, Township 27 North, Range 114 West, Sublette County, Wyoming. Containing 120.00 acres more or less Sublette County, Wyoming This Assignment is subject to the terms and conditions of that certain Trade Agreement dated August 18, 1998 by and between Exxon Corporation and Enron Oil & Gas Company.	25%	25%	-0-	1.90625%	.875%

275381

RECORDED October 14 1999 4:30 PM
IN BOOK 112 OR 6 PAGE 310
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, in and for said County and State, on this 10th day of September, 1999, personally appeared PAUL G. YALE known to be the identical person who subscribed the name of EXXON CORPORATION to the foregoing instrument as its Attorney-in-fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

TOD A. CLARKE
Notary Public
State of Texas
Commission Expires 02-28-2003

Notary Public, State of Texas
My Commission Expires:

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of September 19 99 Executed this 21st day of September ,19 99

Name of Transferor Exxon Corporation
Please type or print

Transferor Or Attorney-in-fact

P. O. Box 2305
(Transferor's Address)
Houston (City) Texas (State) 77252 (Zip Code)

Transferee Or Attorney-in-fact

EOG Resources, Inc. formerly known as Enron Oil & Gas Company

Andrew C. Morris
Agent and Attorney –in-Fact

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

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

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

[redacted] [redacted] [redacted]

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between Maisie Hart, Attorney-In-Fact for Mary Hay Hegewald, a widow whose post office address is 4322 Fair Oaks Blvd., Sacramento, CA 95864, hereinafter called Lessor (whether one or more) and Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

TOWNSHIP 28 NORTH, RANGE 104W, 6th PM

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

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

275446

RECORDED October 20 1999 11:35 A.M.
IN BOOK 112 OF G PAGE 312
FEES $ 10.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

and containing 1,000 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

* Maisie Hart attorney in fact for Mary Hay Hegewald

Maisie Hart, Attorney-In-Fact for
Mary Hay Hegewald

SSN: 564-56-3938

312

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF Sacramento } ss.

On this 14th day of September 19 99, before me personally appeared
Maisie Hart, Attorney-In-Fact for Mary Hay Hegewald

proved to me to be
~~known to me to be~~ the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ~~he~~ (she, ~~they~~) executed the same.

Jacqueline Kay Bell
Notary Public

My commission expires:
10-12-2001

JACQUELINE KAY BELL
Comm. # 1165322
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Dec. 12, 2001

Residing at 4311 Heden Way Sacramento, Ca 95864

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Maisie Hart, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Maisie Hart

Maisie Hart

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 19 99, by and between

Maisie Hart, a married woman dealing in her separate property

whose post office address is 4322 Fair Oaks Blvd., Sacramento, CA 95864, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

275447

RECORDED October 20 1999 11:35 AM
IN BOOK 112 OLG PAGE 315
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawton

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

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Maisie Hart
Maisie Hart

SS# 550-74-4242

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF California }
COUNTY OF Sacramento } ss.

On this 30th day of June, 1999, before me personally appeared

Maudie Hart

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ~~he~~ (she, ~~they~~) executed the same.

Shirley K. Wells
Notary Public

My commission expires:

SHIRLEY K. WELLS
Commission # 1217771
Notary Public - California
Sacramento County
My Comm. Expires Apr 30, 2003

Residing at Sacramento, California

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Maisie Hart, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

Maisie Hart

Maisie Hart

[redacted] [redacted] [redacted]

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of June, 1999, by and between

Emily Frances Bunning, a single woman

whose post office address is x 789 Ninth Ave #5C, NYC, NY 10019, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

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

Township 28 North, Range 104 West, 6th P.M.

Section 5: S/2 SW/4 & SW/4 SE/4
Section 8: N/2 & SW/4 & S/2 SE/4 & NE/4 SE/4
Section 9: W/2 W/2
Section 17: W/2 NW/4
Section 18: SE/4 NE/4

275448

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

RECORDED October 20 1999 11:35 A M
IN BOOK 112 M6 PAGE 318
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and containing 1,000.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Emily Frances Bunning
Emily Frances Bunning

SS# x 520-85-6238

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF× New York }
COUNTY OF× Westchester } ss.

On this× 12th day of× July 19×99, before me personally appeared

× Emily Frances Bunning

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, ~~they~~) executed the same.

× Dawn F. Nodarse
Notary Public

My commission expires:
× 11/25/2000

Residing at× Harrison, N.Y.

DAWN F. NODARSE
NOTARY PUBLIC, ST. OF NY
West Cty C1 #60-5069427
Commission Expires 11/25/2000

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..... }
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ..... }
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 16, 1999, by and between Emily Frances Bunning, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

x Emily Frances Bunning
Emily Frances Bunning

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of August, 19 99 by and between

The estate of Elden M Spicer, deceased

whose post office address is c/o Thomas E. Spicer, 1208 Hilltop Dr., Ste. 103, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

Wolverine Gas and Oil Corporation whose post office address is 55 Campau, NW, Grand Rapids, MI 49503 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description and other clauses

275449

RECORDED October 20 1999 11:35a M
IN BOOK 112 OTG PAGE 321
FEES $10.00 M — COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and containing 835.72 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Francis L Spicer, executor of estate of Elden M Spicer, deceased

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ✓ Wyoming }
COUNTY OF ✓ Sweetwater } ss.

On this ✓ 2 day of ✓ August 19 ✓ 99, before me personally appeared

✓ J. Thomas E. Spier

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

✓ Terri Parry
Notary Public

My commission expires:
✓ Nov. 14, 2001

Residing at ✓ Wy

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated Aug 2, 1999, 1999, by and between Estate of Eldon M. Spicci, deceased, as lessor and Wolverine Gas and Oil Corporation, as lessee.

LEGAL DESCRIPTION

Township 27 North, Range 104 West, 6th P.M.

Section 7: SE/4 NE/4 & N/2 SE/4 & SW/4 SE/4
Section 18: E/2 NW/4 & NW/4 NE/4 & NE/4 SW/4
Section 19: Lot 3

Township 27 North, Range 105 West, 6th P.M.

Section 24: SE/4 NE/4 & SE/4
Section 25: NW/4 NE/4 & NE/4 NW/4

Township 28 North, Range 104 West, 6th P.M.

Section 33: W/2 W/2

Township 28 North, Range 105 West, 6th P.M.

Section 28: SE/4 SW/4

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

[redacted] [redacted] [redacted]

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-130318

Lease Effective Date
(Anniversary Date)
October 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 12: N½, SW¼ Section 13: NW¼ Section 14: W½NW¼, SE¼ Section 15: N½, N½S½, SW¼SW¼ Section 23: E½ Section 24: SW¼ Containing 1,880.00 acres Sublette County, Wyoming	100%	100%	None	None	5%

275458

RECORDED October 20 1994 2:30 P M
IN BOOK 112 Of B PAGE 324
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

FOR ABSTRACT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 1 1994

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

APR 12 1995 (Date)

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

STATE OF Montana
COUNTY OF Yellowstone } ss. CORPORATE

On this ..... day of ..... in the year ....., before me, a Notary Public,

personally appeared L. R. McSweyn

known to me to be the President of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires: 1-31-1995

Residing at: Billings, Mon... Public.

53278

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 MAY 16 1994 day of _____, 19____

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

Assignor By: L. R. McSweyn
(Signature)
or L. R. McSweyn, President

Attorney-in-fact _____
(Signature)

6447 Yeoman Road
(Assignor's Address)

Shepherd, Montana 59079
(City) (State) (Zip Code)

Executed this 17th day of May, 19 94

Assignee SNYDER OIL CORPORATION

Attorney-in-fact David C. Peterson

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.

False, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

WYW-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)* Double Eagle Petroleum and Mining Company
   Street 777 Overland Trail, P. O. Box 766
   City, State, ZIP Code Casper, WY 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Insofar and only insofar as said lease covers and includes the following described lands: T32N-R109W, 6th P.M. Section 17: SE¼NE¼, NE¼SE¼ Sublette County, Wyoming Containing 80.00 acres, more or less This transfer is made without representation or warranty of title, either expressed or implied, or any recourse against Transferor whatsoever.		All Right, Title & Interest	-0-	-0-	Those of Record

275472

RECORDED October 21 1999 1:25 PM
IN BOOK 112 Of6 PAGE 326
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

326

STATE OF WYOMING)
) ss.
COUNTY OF WASHAKIE)

The foregoing instrument was acknowledged before me by Dan A. Magee, this 16TH day of OCTOBER, 1998, who personally appeared before me to be the person whose name is subscribed to this instrument as Vice President of KCS Mountain Resources, Inc., and that he acknowledged to me that such instrument was executed and acknowledged as the free and voluntary act of KCS Mountain Resources, Inc. and that he acknowledged to me that he subscribed the name of KCS Mountain Resources, Inc. thereto as Vice President of said company.

Witness my hand and official seal.

SEAL

KAY TURNER - NOTARY PUBLIC
County of Washakie State of Wyoming
My Commission Expires December 2, 2001

Kay Turner
Notary Public
My commission expires: 12/2/2001

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 16th day of October, 19 98

Name of Transferor: KCS Resources, Inc., d/b/a KCS Mountain Resources, Inc.
Please type or print

Transferor: Dan A. Magee (Signature) Vice President

ATTEST: or Attorney-in-fact: Carl L. Bassett (Signature) Assistant Secretary

P. O. Box 78
(Transferor's Address)

Worland (City) WY (State) 82401 (Zip Code)

Executed this 22nd day of October, 19 98

Transferee: Double Eagle Petroleum and Mining Company

or Attorney-in-fact: D. Steven Degenfelder, Vice President (Signature)

BURDEN HOURS STATEMENT

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

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

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

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-015317

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: Double Eagle Petroleum and Mining Company
   City, State, ZIP Code: 777 Overland Trail, P. O. Box 766, Casper, WY 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Insofar and only insofar as said lease covers and includes the following described lands: T32N-R109W, 6th P.M. Section 9: S½SW¼, SW¼SE¼ Containing 120.00 acres, more or less Sublette County, Wyoming This transfer is made without representation or warranty of title, either expressed or implied, or any recourse against Transferor whatsoever.		All Right, Title & Interest	-0-	-0-	Those of Record

RECORDED October 21 1999 1:25 PM
IN BOOK 112 Of6 PAGE 328
FEES $8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sartor

275473

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)

328

STATE OF WYOMING)
) ss.
COUNTY OF WASHAKIE)

3. The foregoing instrument was acknowledged before me by Dan A. Magee, this 16TH day of OCTOBER, 1998, who personally appeared before me to be the person whose name is subscribed to this instrument as Vice President of KCS Mountain Resources, Inc., and that he acknowledged to me that such instrument was executed and acknowledged as the free and voluntary act of KCS Mountain Resources, Inc. and that he acknowledged to me that he subscribed the name of KCS Mountain Resources, Inc. thereto as Vice President of said company.

Witness my hand and official seal.

SEAL

KAY TURNER - NOTARY PUBLIC
County of Washakie
State of Wyoming
My Commission Expires December 2, 2001

Kay Turner
Notary Public
My commission expires: 12/2/2001

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 16th day of October, 1998

Name of Transferor KCS Resources, Inc., d/b/a KCS Mountain Resources, Inc.
Please type or print

Transferor Dan A. Magee (Signature) Vice President
or
ATTEST: Carl L. Bassett (Signature) Assistant Secretary

P. O. Box 78
(Transferor's Address)

Worland WY 82401
(City) (State) (Zip Code)

Executed this 22nd day of October, 1998

Double Eagle Petroleum & Mining Company

Transferee D Steven Degenfelder (Signature)
or D. Steven Degenfelder, Vice 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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

[redacted] [redacted] [redacted]

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of August, 19 99, by and between

Michael C. Warren and Joy A. Warren, husband and wife

whose post office address is 2750 South Merrimac Place, Boise, Idaho 83709, hereinafter called Lessor (whether one or more) and

E & M Oil Corp. whose post office address is PO Box 796, Billings, Mt. 59103 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Montana, described as follows, to-wit:

Township 32 North, Range 114 West, 6th PM
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

275511

RECORDED October 25 1999 925 AM
IN BOOK 112 O+G PAGE 330
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

and containing 560.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛) payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Joy A. Warren
JOY A. WARREN

X
MICHAEL C. WARREN

SS# 524-54-8762

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Idaho }
COUNTY OF Ada } ss.

On this 27th day of August 1999, before me personally appeared Joy Warren

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Michele OBryant
Notary Public

My commission expires: 12/18/2003

Residing at Boise

MICHELE KAY OBRYANT NOTARY PUBLIC STATE OF IDAHO

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Idaho }
COUNTY OF Ada } ss.

On this 27th day of August 1999, before me personally appeared Michael Warren

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Michele OBryant
Notary Public

My commission expires: 12/18/2003

Residing at Boise

MICHELE KAY OBRYANT NOTARY PUBLIC STATE OF IDAHO

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That **PRIMA OIL & GAS COMPANY**, whose address is 1801 Broadway, Suite 500, Denver, CO 80202, hereinafter referred to as **"ASSIGNOR"**, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PLATTE VALLEY MANAGEMENT COMPANY**, whose address is 303 16th Street, Suite 016-608, Denver, CO 80202, hereinafter referred to as **"ASSIGNEE"**, an overriding royalty interest in the amount of Five Percent (5%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases (the "Subject Leases") covering the lands ("the Subject Lands") described on Exhibit "A" attached hereto and by this reference made a part hereof.

It is recognized that, in connection with the production of oil and gas, sometimes sulphur and other minerals are produced in connection and with and as a by-product thereof; and as such other minerals are produced as a by-product of the production of oil, gas and other liquids or gaseous hydrocarbons, then ASSIGNEE's overriding royalty interest should be paid on such minerals so produced.

Said overriding royalty interest herein assigned to ASSIGNEE shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom. ASSIGNEE shall not be required to pay and ASSIGNEE's overriding royalty interest shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market, including, operating, storing, treating or processing oil, gas or other gaseous or liquid hydrocarbons (except compression or transportation of gas from the wellhead to the point of sale when compressed or transported by a third party with which ASSIGNOR, its successors or assigns have no affiliation) nor shall ASSIGNEE's overriding royalty interest bear any costs of any structure or facility used to produce market, treat or transport any substance on which ASSIGNEE's overriding royalty interest is due.

If the Subject Leases cover less than the full and entire undivided mineral estate in the Subject Lands, or ASSIGNOR owns less than the entire leasehold estate, under the Subject Lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This overriding royalty interest and all other terms and conditions of this assignment shall apply to any and all extensions, renewals and substitute leases obtained by ASSIGNEE, its successors or assigns within a period of one (1) year following the expiration of the leases described on Exhibit "A".

This Assignment is expressly made subject to the terms and conditions of the Subject Leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under ASSIGNOR. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed this 3rd day of August, 1998, to be effective September 1, 1997.

93A 275513

RECORDED Oct 25 1999 M
IN BOOK 112 Pct 6 PAGE 332
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

PRIMA OIL & GAS COMPANY

G. Walter Lunsford, Attorney-in-Fact

STATE OF COLORADO)
)§ ***ACKNOWLEDGMENT***
COUNTY OF DENVER)

On this the 3rd day of August, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC:

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

EXHIBIT "A"

Attached to and Made a Part of that Certain Assignment of Overriding Royalty Interest dated August 3, 1998,
by and between Prima Oil & Gas Company as Assignor and Platte Valley Management Company as Assignee

Sublette County, Wyoming

PRIMA LEASE NO.	LESSOR	PRESENT LESSEE	DESCRIPTION	RELEASE DATE	RECORDING BOOK	RECORDING PAGE
240-00003-000	WYW-142263	Prima Oil & Gas Company	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4 Section 28: SE/4 Section 35: SE/4	08/01/97	105	108

275540

RECORDED October 25 1999 2:30 PM

IN BOOK 1120 PAGE 334

FEES $8.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Tracey L. Hoover

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 12th day of August, 1999.

Hanson & Strahn, Inc.

Kathi Hanson

Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 12th day of August, 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 12th day of August, A.D. 1999.

V. Hawbaker

Notary Public

My Commission Expires:_____ Address: Cheyenne, Wyoming

V. HAWBAKER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 16, 2003

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Eugene R. Taylor and Stella L. Taylor, individually and as husband and wife, and Eugene R. Taylor and Stella L. Taylor as TTEEs of the Taylor Trust, dated July 20, 1992	Hanson & Strahn, Inc.	Township 34 North, Range 112 West, 6th P.M. 7: Lots 3(38.78), 4(38.85), W1/2SE1/4, NE1/4SE1/4, E1/2SW1/4 8: NW1/4SW1/4 18: Lots 1(38.89), 2(38.90), 3(38.92), 4(38.93), E1/2NW1/4, W1/2NE1/4, NW1/4SE1/4, NE1/4SW1/4 19: Lot 1(38.95), NE1/4NW1/4 Township 34 North, Range 113 West, 6th P.M. 1: N1/2SE1/4, SE1/4SE1/4 11: S1/2SW1/4 12: SE1/4 13: E1/2, NW1/4SW1/4, S1/2SW1/4 14: NW1/4, NE1/4SW1/4, SE1/4 15: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4 23: NE1/4, N1/2SE1/4 24: N1/2NE1/4, SW1/4NE1/4, NW1/4, NW1/4SW1/4	Sublette County	Wyoming	1-8-99	1-8-99	110/588 3-22-99

335

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Lease Serial No.
SEE EXHIBIT "A"

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in Ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES INC.
Street 304 Inverness Way South, Suite 295
City, State, ZIP Code Englewood, Colorado 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent Of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF	SEE EXHIBIT	SEE EXHIBIT	SEE EXHIBIT	None	THOSE OF RECORD

RECEIVED
OCT 13 1999
By

RECORDED October 25 1999 2:35 PM
IN BOOK 112 046 PAGE 336
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

275541

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

his assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or 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)

336

STATE OF COLORADO §
§ss.
COUNTY OF ADAMS §

The forgoing instrument was acknowledged before me on this 12th day of October, 1999 by Jeffery E. Jones, Vice President-Production, Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

My commission expires:
4/3/2000

E. JUNE TODD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Apr. 3, 2000

E. June Todd
E. June Todd
Notary Public, State of Colorado
12200 N. Pecos St., Denver, CO 80234

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas lea (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group .31 00 or 3200) mid the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 12th day of October, 1999

Name of Assignor as shown on current lease LANCE OIL & GAS COMPANY, INC.
Please type or print

Assignor: Jeffery E. Jones (Signature) VP-Production
or
Attorney-in-fact: (Signature)

12200 N. PECOS STREET
(Assignor's Address)

Denver, Colorado 80234
(City) (State) Zip Code)

Executed this 14th day of October, 1999

Assignee ULTRA RESOURCES INC.
(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 soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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

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

ULTRA PETROLEUM USA INC.
304 INVERNESS WAY S., STE. 295
ENGLEWOOD, CO 80112

EXHIBIT "A"

LEASE #	LESSOR	DESCRIPTION	OWNED	CONVEYED	RETAINED
WY-1258	BLM WYW-104180	Twp 28 North, Rge 107 West Sec 10: All Sec 11: All Sec 13: All Sec 14: E/2 Sec 23: NE/4 Sec 24: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec 3: Lts 2,3, S/2	11.2500%	11.2500%	NONE
WY-1213	BLM WYW-108079	Twp 28 North, Rge 107 West Sec 6: Lts 1, 5-9, NE/4SE/4, S/2SE/4 Sec 7: E/2 Sec 8: All Sec 21: All Sec 28: All	18.7500%	18.7500%	NONE
WY-1214	BLM WYW-133755	Twp 28 North, Rge 107 West Sec 23: E/2W/2, W/2SE/4 Sec 26: W/2NE/4	25.0000%	25.0000%	NONE

ALL LANDS LOCATED IN SUBLETTE CO., WY

338

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance dated May 3, 1999, but effective March 1, 1999, from WEED OIL & GAS COMPANY, L.C., a limited liability company, formerly known as Weed Oil and Gas, a partnership, 105 South Fourth Street, Artesia, New Mexico 88210, hereinafter referred to as "Assignor", to SACRAMENTO PARTNERS LIMITED PARTNERSHIP, 105 South Fourth Street, Artesia, New Mexico 88210, hereinafter referred to as "Assignee".

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby TRANSFER, GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto Assignee the following:

1. All right, title and interest of Assignor in surface estates, oil, gas and other mineral interests, royalty interests, payable out of production, oil and gas leases, operating rights, and all interests in realty of every other kind, in and under the lands described in Exhibit "A" attached hereto and made a part hereof, even though said interests in any specific portion of said lands and said interests in oil and gas leases which are specifically described in Exhibit "A" may be incorrectly described or referred to in Exhibit "A" or omitted from Exhibit "A" entirely.

2. The wells described in Exhibit "B" attached hereto and made a part hereof, together with identical interests in and to all the property and rights incident thereto.

3. Identical interests in and to all of the personal property, fixtures and improvements now or as of the Effective Date thereon, appurtenant thereto or used and charged to the Land for the production, treatment, sale or disposal of leased substances produced therefrom or attributable thereto and all other appurtenances thereunto belonging.

4. All other leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Assignor in and to the Leases or attributable to production therefrom.

5. All right, title and interest of the Assignor in all sales agreements respecting oil, casinghead gas or gas, all pooling and operating agreements, and all surface leases, easements, permits and other agreements creating rights or privileges used or useful in connection with the operation for oil and gas purposes of the lands covered by the Lease or lands pooled therewith.

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

This Assignment shall bind and inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

To be effective for purposes of apportionment of revenues and expenses as of the Effective Date.

275663

RECORDED November 1 1999 1:55 PM
IN BOOK 112 Oct6 PAGE 339
FEES $21.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorter

"ASSIGNOR"

Weed Oil & Gas Company, L.C.

By: Peyton Yates
Peyton Yates, Manager

"ASSIGNEE"

Sacramento Partners Limited Partnership

By: _____
Peyton Yates, Manager of Weed Oil & Gas Company, L.C., General Partner

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before this 19 day of October, 1999, by Peyton Yates, Manager of Weed Oil & Gas Company, L.C., a limited liability company.

My Commission Expires:
6-14-2003

_____
Notary Public

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before this 19 day of October, 1999, by Peyton Yates, Manager of Weed Oil & Gas Company, L.C., General Partner for Sacramento Partners Limited Partnership.

My Commission Expires:
6-14-2003

_____
Notary Public

LNDR111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

EXHIBIT "A"

LEASE			LEASE/EXP. DATE	TWNS	RNGE	SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING /SUBLETTE										
400	1999	W-111554, YPC (OTC)	6/01/1988	26N	107W	31	LOTS 1,2,3,4, E2, E2			PAU
			5/31/1998				W2 (ALL)	632.16	632.16	
				26N	107W	32	ALL	640.00	640.00	
				26N	107W	33	ALL	640.00	640.00	
							******* LEASE TOTALS:**	**1912.16**	**1912.16**	
400	2409	W-114844, YPC (OTC)	2/01/1989	27N	108W	2	LOTS 1,2,3,4, S2N2,			PAU
			1/31/1999				S2 (ALL)	636.81	636.81	
				27N	108W	3	LOTS 1,2,3,4, S2N2,			
							S2 (ALL)	638.33	638.33	
				27N	108W	11	ALL	640.00	640.00	
							******* LEASE TOTALS:**	**1915.14**	**1915.14**	
400	2409 B	W-147793, YPC (OTC)	2/01/1989	27N	108W	13	ALL	640.00	640.00	PAY
			6/05/2000							
							******* LEASE TOTALS:**	**640.00**	**640.00**	
400	6649	W-131904, YPC	4/01/1994	30N	107W	5	SW4	160.00	160.00	PAY
			3/31/2004							
				30N	107W	6	LOTS 7	38.26	38.26	
				30N	107W	8	NW4, SE4	320.00	320.00	
				30N	107W	17	E2	320.00	320.00	
				30N	107W	21	ALL	640.00	640.00	
							******* LEASE TOTALS:**	**1478.26**	**1478.26**	
400	6650	W-131905, YPC	4/01/1994	30N	107W	25	ALL	640.00	640.00	PAY
			3/31/2004							
				30N	107W	26	ALL	640.00	640.00	
				30N	107W	34	E2	320.00	320.00	
				30N	107W	35	ALL	640.00	640.00	
							******* LEASE TOTALS:**	**2240.00**	**2240.00**	
400	6651	W-131907, YPC	4/01/1994	31N	108W	22	ALL	640.00	640.00	PAY
			3/31/2004							
				31N	108W	26	ALL	640.00	640.00	
				31N	108W	27	E2NE4	80.00	80.00	
							******* LEASE TOTALS:**	**1360.00**	**1360.00**	
400	6818	W-133050, YPC	8/01/1994	29N	107W	3	LOTS 3,4, S2NW4, SW4	1441.01	1441.01	PAY
			7/31/2004							
				29N	107W	7	LOTS 1,2, E2NW4			
				29N	107W	8	NE4, S2			
				29N	107W	9	S2N2, S2			
							******* LEASE TOTALS:**	**1441.01**	**1441.01**	

LEASE			LEASE/EXP. DATE	TWNS	RNGE	SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING /SUBLETTE										
400	6821	W-133062, YPC	8/01/1994 7/31/2004	27N	108W	14	ALL	640.00	640.00	PAY
				27N	108W	15	ALL	640.00	640.00	
				27N	108W	22	ALL	640.00	640.00	
				27N	108W	23	N2, SE4	480.00	480.00	
							***** LEASE TOTALS:	2400.00	2400.00	
400	6822	W-133065, YPC	8/01/1994 7/31/2004	27N	108W	33	E2	320.00	320.00	PAY
							***** LEASE TOTALS:	320.00	320.00	
400	6826	W-133114, YPC	8/01/1994 7/31/2004	31N	114W	5	LOTS 1,2,3, S2NE4, SE4NW4, NE4SW4, N2SE4	2093.98	2093.98	PAY
				31N	114W	6	LOTS 1,2,3,4,5,6,7, S2NE4, SE4NW4, E2SW4, SE4			
				31N	114W	7	LOTS 3,4, E2, E2SW4			
				31N	114W	18	LOTS 1,2,3,4, E2, E2W2			
							***** LEASE TOTALS:	2093.98	2093.98	
400	6892	W-133758, YPC	10/01/1994 9/30/2004	27N	108W	19	SE4	160.00	160.00	PAY
				27N	108W	20	NW4	160.00	160.00	
				27N	108W	32	N2	320.00	320.00	
				27N	108W	33	W2	320.00	320.00	
				27N	108W	34	S2	320.00	320.00	
							***** LEASE TOTALS:	1280.00	1280.00	

EXHIBIT "B"

Assignment, Bill of Sale and Conveyance from Weed Oil Gas Company, L.C. to Sacramento Partners Limited Partnership effective March 1, 1999

WELL NAME/OPERATOR		State	Count	Unit Letter	Sec.	TWP	RNG
GOBBLERS KNOB FED #2	YPC	WY	SUB	O	8	29N	108W

275670

RECORDED December 1 1999 2:35p M
IN BOOK 112 046 PAGE 344
FEES $ 16.00 Mary L. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Proctor

Riley Ridge

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, KERR-MCGEE CORPORATION, a Delaware Corporation, whose address is Kerr-McGee Center, Oklahoma City, Oklahoma 73102, hereinafter called "Grantor", is the owner of an interest of record in and to the oil, gas and mineral leases listed on Exhibit "A", attached hereto and made a part hereof for all purposes; and

WHEREAS, all of Grantor's interest in said leases, as shown of record, is held for the account of **John E. Scherer, Jr.**, 1609 W. Indiana, Midland Texas 79701, hereinafter called "Grantee", Grantor having previously sold and conveyed unto third parties all interest in said leases held for its own account; and

WHEREAS, Grantor now desires to convey unto Grantee the interest previously held for said Grantee's account, such that the interest of Grantee may be accurately reflected of record.

NOW THEREFORE, for and in consideration of the purposes set forth above and for no additional consideration, Grantor does hereby grant, convey, transfer and assign unto Grantee, his heirs, successors and assigns the following (all of which are herein referred to as the "Interests"), subject to all agreements, easements, rights-of-way, servitudes, and permits related thereto, regardless of whether such rights appear of record:

1. All of Grantor's right, title and interest in and to the oil and gas leases, mineral interests, royalty interests, and overriding royalty interests described on Exhibit "A" hereto (including a like interest in all unit rights attributable thereto), insofar and only insofar as they cover the lands, depths and/or formations described on said Exhibit "A" (the "Real Property Interests");

2. All of Grantor's right, title and interest in and to all wells (known or unknown, plugged or unplugged), equipment, materials, fixtures, facilities and other personal property used in connection with the production of oil or gas, or the gathering, storing, measuring, treating, operating, maintaining, marketing, or

transporting of such production, from the Real Property Interests as to the lands, depths and/or formations described on Exhibit "A" hereto or lands pooled or unitized therewith (the "Equipment");

3. All of Grantor's right, title, and interest in and to all permits, licenses, agreements, contracts and contractual rights except Surface Contracts, insofar and only insofar as they relate to the Real Property Interests, Equipment and Substances covered hereby, whether or not of record (the "Contracts");

4. All of Grantor's right, title and interest in and to all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, and condensate produced from the Real Property Interests which are either (a) in storage tanks at the Effective Time or (b) sold on or after the Effective Time (the "Substances");

5. All of Grantor's right, title and interest in and to all leases, easements, privileges, right-of-way agreements, licenses or other agreements, whether or not described on Exhibit "A" hereto, insofar and only insofar as they relate to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production or development of Substances from the Real Property Interests (the "Surface Contracts");

TO HAVE AND TO HOLD the Interests unto Grantee, his successors and assigns, forever.

THIS INSTRUMENT IS EXECUTED AND DELIVERED WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE; WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR OTHER PERSONAL PROPERTY INCLUDED IN THE INTERESTS OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IN ADDITION, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED GRANTEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY THE GRANTOR IS PROVIDED TO THE GRANTEE AS A

CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT THE GRANTEE'S SOLE RISK.

Separate assignments of certain parts of the Interests may be executed on officially approved forms by Grantor to Grantee in sufficient counterparts to satisfy applicable statutory and regulatory requirements, if any. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein, and, as between Grantor and Grantee herein, such separate assignments shall be deemed to contain all of the terms, provisions, and conditions set forth herein as fully as though they were set forth in each such assignment.

IN WITNESS WHEREOF, this instrument is executed this 5th day of September, 1999, but is effective as of September 1, 1999, at 7:00 a.m. local time where the Interests are located (the "Effective Time").

ATTEST:

By: Don Hager

Name: Don Hager

Title: Assistant Secretary

KERR-McGEE CORPORATION

By: M. G. Webb

Name: M. G. Webb

Title: Senior Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 15th day of September, 1999, by M. G. Webb, as Senior Vice President of Kerr-McGee Corporation, a Delaware Corporation, on behalf of said corporation.

Gail Wade
Notary Public

My Commission Expires: 1-29-03

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT
AND BILL OF SALE DATED EFFECTIVE SEPTEMBER 1, 1999 FROM
KERR-MCGEE CORPORATION TO JOHN E. SCHERER, JR.

KM LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL DESCRIPTION
P42960001 1	W-62803 (USA)	GARY L. WISE	110178			WYOMING	SUBLETTE	754.89 AC, MOL, BEING: GOV'T. LEASE NO. W-62803 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 6, 7, SE/4 NW/4, E/2 SW/4 SEC 7: LOTS 1, 2, 3, 4, E/2 W/2 SEC 18: LOTS 1, 2, 3, 4, E/2 W/2
P42960001 2	W-62803 (USA)	GARY L. WISE	110178			WYOMING	SUBLETTE	680.25 AC, MOL, BEING: GOV'T. LEASE NO. W-62803 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 3, 4, & 5 SEC 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4
P42960003 1	W-69874 (USA)	LYKES, J. T., JR.	010180			WYOMING	SUBLETTE	40.00 ACRES, MOL, BEING: GOVT LSE W-69874 TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH PM SEC 31: SE/4 SE/4,
P42960004 1	W-60620 (USA)	HAEFELE, ESTELLE C.	040176			WYOMING	SUBLETTE	1459.12 ACRES, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 5: LOT 4 (19.49) SEC 6: LOT 1 (19.64), LOT 2 (19.99), S/2 NE/4, SE/4 SEC 7: E/2 SEC 9: SE/4 SE/4 SEC 17: ALL SEC 18: SE/4
P42960005 1	W-59398 (USA)	FRED D. VOLZ	080177			WYOMING	SUBLETTE	800.00 ACRES, MOL, BEING: GOV'T. LSE. NO. W-59398 TOWNSHIP 29 NORTH, RANGE 114 WEST SECTION 18: NE/4 SECTION 20: ALL,
P42960006 1	W-78476 (USA)	KITHAF, PETER S.	040175			WYOMING	SUBLETTE	320.00 ACRES, MOL, BEING: GOVT LSE W-89487 TOWNSHIP 29 NORTH, RANGE 114 WEST 6TH PM SEC 9: N/2,
P42960007 1	W-54161 (USA)	HAEFELE, ESTELLE C.	040176			WYOMING	SUBLETTE	INSOFAR AS SAID LEASE COVERS TOWNSHIP 29 NORTH, RANGE 114 WEST SECTION 19: E/2
P42960008 1	76-0342 (WY)	CHINOOK ROUSTABOUT SERVICE, INC.	050276			WYOMING	SUBLETTE	640.00 ACRES, MOL, BEING: GOVT LSE ST OF WY 76-0342 TOWNSHIP 29 NORTH, RANGE 114 WEST

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT
AND BILL OF SALE DATED EFFECTIVE SEPTEMBER 1, 1999 FROM
KERR-MCGEE CORPORATION TO JOHN E. SCHERER, JR.

[redacted] LEASE NUMBER		LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL DESCRIPTION
[redacted]960008	1	76-0342 (WY)	CHINOOK ROUSTABOUT SERVICE, INC.	050276			WYOMING	SUBLETTE	SEC 16: ALL
P42960009	1	W-60621 (USA)	PFENNING, PATRICIA R.	040176			WYOMING	SUBLETTE	1,280.00 ACRES, MOL, BEING: GOVT LSE W-60621 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 21: ALL SEC 28: ALL,
P42960010	1	W-54162 (USA)	PFENNING, PATRICIA R.	040476			WYOMING	SUBLETTE	160.00 ACRES, MOL, BEING: GOVT LSE W-54162 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 29: NE/4,
P42960011	1	W-49634 (USA)	YATES, JOHN A.	040175			WYOMING	SUBLETTE	640.00 ACRES, MOL, BEING: GOVT LSE W-49364 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 8: ALL,
P42960013	1	W-38887 (USA)	SPEAR, HOWELL	033173			WYOMING	SUBLETTE	1000.90 ACRES, MOL, BEING: GOVT LSE W-38887 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 4: LOT 4, S/2 NE/4, SW/4 NW/4, S/2 SEC 5: LOTS 1, 2, 3, S/2 N/2, S/2,
[redacted]960014	1	W-52404 (USA)		120175			WYOMING	SUBLETTE	640.00 ACRES, MOL, BEING: GOVT LSE W-52404 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 12: ALL,
P42960015	1	W-36438 (USA)	DEVERAUX MILBURN, JR.	100172	B64	P168	WYOMING	SUBLETTE	560.00 ACRES, MOL, BEING: GOVT LSE W-36438 TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: S/2, S/2 N/2 SEC 34: W/2 SW/4,
P42960015	2	W-36438 (USA)	DEVERAUX MILBURN, JR.	100172	B64	P168	WYOMING	SUBLETTE	480.00 ACRES, MOL, BEING: GOVT LSE W-36438 TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: N/2 N/2 SEC 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4,
P42960021	1	W-78475 (USA)	PRITCHETT, JOANNE	060174			WYOMING	SUBLETTE	720.00 AC, MOL, BEING: GOVT LSE W-78475 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 10: SW/4, NW/4 SE/4, S/2 NE/4, NW/4 NE/4,

[redacted]

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT
AND BILL OF SALE DATED EFFECTIVE SEPTEMBER 1, 1999 FROM
KERR-MCGEE CORPORATION TO JOHN E. SCHERER, JR.

KM LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL DESCRIPTION
P42960021 1	W-78475 (USA)	PRITCHETT, JOANNE	060174			WYOMING	SUBLETTE	SEC 15: N/2 NE/4, SW/4 NE/4,
P42960021 2	W-78475 (USA)	PRITCHETT, JOANNE	060174			WYOMING	SUBLETTE	240.00 ACRES, MOL, BEING: GOVT LSE W-78475 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 10: NE/4 NE/4 SEC 15: SE/4, SE/4 NE/4,
P42960022 1	W-80232 (USA)	GUS CARRAS	040179			WYOMING	SUBLETTE	560.00 AC, MOL, BEING: GOVT LSE NO. W-80232 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 14: NE/4, E/2 NW/4, S/2,
P42960026 1	W-67196 (USA)	GUS CARRAS	040179			WYOMING	SUBLETTE	120.00 ACRES, MOL, BEING: GOVT LSE W-67196 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: S/2 SE/4, NE/4 NE/4,
P42960026 2	W-67196 (USA)	GUS CARRAS	040179			WYOMING	SUBLETTE	1640.00 ACRES, MOL, BEING: GOVT LSE W-67196 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: N/2, SW/4, NW/4 SE/4 SEC 2: ALL SEC 11: E/2, E/2 W/2,

349

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

BUREAU OF LAND MANAGEMENT
99 MAR -3 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.

WYW-101779

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:

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 111 West, 6th P.M. Section 22: NE/4, N/2SE/4, SE/4SE/4 Containing 280.00 acres, more or less, located in Sublette County, Wyoming. 275676 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet in the Ultra drilled Cottonwood #32-33 Well, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West, Sublette County, Wyoming.	100%	100%	None	1.0% of 8/8ths	6.5% of 8/8ths

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.

RECORDED November 2 1999 8:20 AM
IN BOOK 112 OR6 PAGE 350
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective APR 01 1999

By /s/ Mary J. Rugwell (Authorized Officer) LAND LAW EXAMINER (Title) SEP 02 1999 (Date)

FOR ASSIGNEE

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 14th day of December, 19 98

Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP
Please type or print

Transferor By [signature]
(Signature)

or Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 23 day of Feb, 19 99

SHAMA KAFAR LIMITED PARTNERSHIP, a/k/a
AZTEC ENERGY CORPORATION

Transferee By [signature]
(Signature)

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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 14th day of December, 1998.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

353

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-115618

BUREAU OF LAND MANAGEMENT
99 MAR -3 AM 9:00
RECEIVED

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th P.M. Section 9: E/2NE/4 Section 10: NW/4 Containing 240.00 acres, more or less, located in Sublette County, Wyoming. 275677 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 8,535 feet in the Alpine drilled Mesa Federal #22-2 Well, located in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West, Sublette County, Wyoming.	100%	100%	None	1.0% of 8/8ths	6.5% of 8/8ths

RECORDED November 2 1999 8:40 AM
IN BOOK 112 016 PAGE 353
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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 APR 01 1999

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
AUG 31 1999 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 14th day of December, 19 98

Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP
(Please type or print)

Transferor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 23 day of Feb, 19 99

Transferee AZTEC ENERGY CORPORATION

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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 14th day of December, 1998.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 MAR -3 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

WYW-131921

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 111 West, 6th P.M. Section 9: S/2 Containing 320.00 acres, more or less, located in Sublette County, Wyoming. 275678 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet in the Ultra drilled Cottonwood #32-33 Well, located in the SW/4 NE/4 of Section 33, Township 32 North, Range 111 West, Sublette County, Wyoming.	100%	100%	None	1.0% of 8/8ths	6.5% of 8/8ths

RECORDED November 2 1999 8:20A M
IN BOOK 112 O16 PAGE 356
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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 APR 01 1999

/s/ Mary J. Rugwell
By (Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 02 1999
(Date)

FOR ASSIGNEE

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NRR-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 14th day of December, 19 98

Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP
(Please type or print)

Transferor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 23 day of Feb, 19 99

AZTEC ENERGY CORPORATION

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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 14th day of December, 1998.

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

359

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 MAR -3 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

WYW-135439

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th P.M. Section 9: W/2 NE/4 Containing 80.00 acres, more or less, located in Sublette County, Wyoming. 275679 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 8,535 feet in the Alpine drilled Mesa Federal #22-2 Well, located in the SE/4 NW/4 of Section 2, Township 31 North, Range 110 West, Sublette County, Wyoming.	100%	100%	None	1.0% of 8/8ths	6.5% of 8/8ths

RECORDED November 3 1999 8:20 AM
IN BOOK 112 Pt6 PAGE 359
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

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 APR 01 1999

/s/ Mary J. Rugwell

By _____ LAND LAW EXAMINER SEP 02 1999
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 14th day of December, 19 98

Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP
Please type or print

Transferor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 23 day of Feb, 19 99

AZTEC ENERGY CORPORATION

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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 14th day of December, 1998.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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.

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:

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 Section 22: NW/4 containing 160 acres, more or less in Sublette County, Wyoming 275680	100%	100%	None	7.5% x 8/8 ORRI	None

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.

RECORDED November 2 1999 8:20A M
IN BOOK 112 O+G PAGE 362
FEES $10.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 JUN 1 1999

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
SEP 27 1999 (Date)

362

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 NPRA 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 13 day of January, 19 99

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 13 day of January, 19 99

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

365

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: WYW 130234
Lease Effective Date (Anniversary Date): 09/01/93
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 (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest: Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests: Reserved e	Previously reserved or conveyed f
Township 33 North, Range 109 West, 6th, P.M. Section 5: SW/4, SW/4SE/4 Section 6: SE/4 Section 7: Lots 2,3,4, E/2, E/2W/2 Section 8: All Section 17: N/2NE/4 275743 Containing 1669.79 acres more or less Sublette County, Wyoming	100%	60%	40%	6.25%	-0-

RECORDED November 8 1999 10:30a M
IN BOOK 112 O+G PAGE 365
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE — FOR ASSIGNOR

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 APR 01 1995

/s/ PHYLLIS M. STONE

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER JUN 29 1995

[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) ss:

The foregoing instrument was acknowleged before me this 3rd day of January, 1997, by H.P. McLish

Witness my hand and notarial seal.

Jaxcene L Heinze
Notary Public

My Commission Expires: [illegible]

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16th day of February, 19 95

Name of Assignor as shown on current lease H. P. MCLISH (Please type or print)

Assignor (Signature)
or
Attorney-in-fact (Signature)

1675 Broadway, Suite 2400 (Assignor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this 16th day of February, 19 95

HS RESOURCES, INC.

Assignee (Signature)
or
Attorney-in-fact Janet W. Pasque (Signature)
Janet W. Pasque

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

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

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

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

97 MAR -3 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-130234
Lease Effective Date (Anniversary Date)
9-01-93
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

The Walter K. Arbuckle Trust, Walter K. Arbuckle, Trustee
633 17th St. #1910
Denver, CO 80202

30% of 40% of 8/8ths

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

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

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

2. This assignment conveys the following interest:

Land Description (a)	Percent of Interest: Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests: Reserved (e)	Previously reserved or conveyed (f)
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.					
T 33 N-R 109 W, 6th, P.M. Section 5: SW¼, SW¼SE¼ Section 6: SE¼ Section 7: Lots 2,3,4, E½, E½W½ Section 8: All Section 17: N½NE¼ Containing 1669.79 acres, more or less Sublette County, WY	40%	28%	12%	-0-	6.25%

275744

RECORDED November 8 1999 10:30a M
IN BOOK 112 Oct6 PAGE 367
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands:

☐ Assignment approved for attached land description

Assignment approved effective APR 1 1997

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

/s/ Theresa M. Stevens
LAND LAW EXAMINER

MAY 16 1997

By

needed

The Elliott A. Riggs Trust, Elliott A. Riggs Trustee
P.O. Box 711
Farmington, NM 87499

30% of 40% of 8/8ths

The W. Clifton Arbuckle Trust, W. Clifton Arbuckle, Trustee
633 17th St. #1910
Denver, CO 80202

10% of 40% of 8/8ths

STATE OF COLORADO)
COUNTY OF Denver **) ss:**

The foregoing instrument was acknowleged before me this 16th **day of** February,
19 95, **by** H.P. McLish

Witness my hand and notarial seal.

Jaxcene L. Heinz
Notary Public

JAXCENE L. HEINZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

My Commission Expires:

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 3rd day of January, 19 97

Name of Assignor as shown on current lease H. P. McLish
Please type or print

Assignor _____
(Signature)

or
Attorney-in-fact Holmes P. McLish
(Signature)

633 17th St. #1910
(Assignor's Address)

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

Executed this 3rd day of January, 19 97

The Walter K. Arbuckle Trust

Assignee _____
(Signature)

or
Attorney-in-fact Walter K. Arbuckle, Trustee
(Signature)

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

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

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 _____
Please type or print

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

_____
(Transferor's Address)

_____
(City) (State) (Zip Code)

Executed this 3rd day of January, 19 97

The Elliott A. Riggs Trust

Transferee _____
(Signature)
or
Elliott A. Riggs, Trustee
Attorney-in-fact _____
(Signature)

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

Executed this _____ day of _____, 19 _____

Name of Transferor _____
Please type or print

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

_____
(Transferor's Address)

_____
(City) (State) (Zip Code)

Executed this 3rd day of January, 19 97

The W. Clifton Arbuckle Trust

Transferee _____
(Signature)
or
W. Clifton Arbuckle, Trustee
Attorney-in-fact _____
(Signature)

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

97 MAR -3 AM 9:00
RECORDED
CHEROKEE COUNTY, TEXAS
RECORDED IN THE OFFICIAL RECORDS

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that Holmes P. McLish whose address is 633 17th St. #1650, Denver, CO 80202, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, an overriding royalty unto the following party(s) in the amount(s) shown:

SEE THE ATTACHED EXHIBIT "B"

BEING in all a total of an undivided 6.25% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the land situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

IN WITNESS WHEREOF, this instrument is executed this 1st day of August, 19 99.

Holmes P. McLish

STATE OF Colorado)

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of August, 19 99, by Holmes P. McLish.

Jaxcene L. Heinze
Notary Public
Address: 633 17th St. #1650
Denver, CO 80202

My Commission Expires: January 4, 2000

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

275745

RECORDED November 8 1999 10:30 A M
IN BOOK 112 016 PAGE 370
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated August 1, 1999, by and between Holmes P. McLish and Gasconade Oil Co.

1.	Gasconade Oil Co. 633 17th St. #1650 Denver, CO 80202	30.0% of 6.25% of 8/8ths
2.	Westmeath Corp. P.O. Box 711 Farmington, NM 87499-0711	30.0% of 6.25% of 8/8ths
3.	The W. Clifton Arbuckle Trust dated 1-1-1996 633 17th St. #1650 Denver, CO 80202	10.0% of 6.25% of 8/8ths
4.	McLish Resources, L.P., L.L.P. 633 17th St. #1650 Denver, CO 80202	30.0% of 6.25% of 8/8ths

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Overriding Royalty dated August 1, 1999, by and between Holmes P. McLish and Gasconade Oil Co.

LESSOR: USA W-130234
LESSEE: Holmes P. McLIsh
DATED: 09-01-93
TERM: 10 Years
LEGAL: T-33-N, R-109-W, 6th PM
Sec. 5: SW, SWSE
6: SE
7: Lots 2-4, E½, E½W½
8: All
17: N½NE
Sublette County, WY
Containing 1669.79 acres more or less

Producers 88 —Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 21st day of September, 19 99, by and between Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988 of 5163 Ranchos Road, Billingham, Washington 98226 hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P.O. Box 200 Basalt, CO 81621 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($10.00++) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

See Exhibit "A", attached to and made a part hereof.

In the event the Lessee, or its assigns, does not pay rentals or shut-in payments on or before the anniversary date herein, the Lessee agrees to file a release of record for this Oil & Gas Lease within sixty (60) days after said anniversary date.

of Section ..... Township ....., Range ....., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 2,754.17 acres.

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

In consideration of the premises, lessee covenants and agrees:

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at the address shown above (which bank and its successors shall continue as the depositary regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Five thousand five hundred eight and 34/100ths--- DOLLARS ($ 5,508.34), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depositary bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

275750

REC. Nov. 8 2:15p 99 M
IN BOOK 112016 PAGE 373
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sexton

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

Michael Marincic 10/15/99
Michael D. Marincic as Trustee of
~~the Marincic Irrevocable Trust I~~
dated June 10, 1988

Brenda Dunford 10/6/99
Brenda Dunford as Trustee of the
~~Marincic Irrevocable Trust I~~
dated June 10, 1988

STATE OF Arizona
COUNTY OF Yavapai } SS.

(Individual—Wyo.)

On this 15 day of October, 1999, before me personally appeared
Michael D. Marincic, Trustee, 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:
Nov 30 2002

OFFICIAL SEAL
DENISE R. DEDRICK
NOTARY PUBLIC - ARIZONA
YAVAPAI COUNTY
My Comm. Expires Nov. 30, 2002

Denise R Dedrick
Notary Public

STATE OF Washington
COUNTY OF Whatcom } SS.

(Individual—Wyo.)

On this 6th day of October, 1999, before me personally appeared
Brenda Dunford, Trustee, 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:
4/29/03

STATE OF WASHINGTON
BARBARA L. PEARSON
NOTARY PUBLIC
COMMISSION EXPIRES
4-29-03

Barbara L Pearson
Notary Public

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

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

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

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated September 21, 1999 by and between Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988, Lessors, and Starwood, Inc., a Texas Corporation, Lessee, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 3: Lots 2,8,9, SW/4NE/4, SE/4NW/4, NE/4SW/4, W/2SE/4
Section 4: Lots 1,2,5,6,7, SW/4NE/4
Section 9: Lots 1,4,6,7, W/2SE/4
Section 10: Lots 1,2,4,5, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 15: NW/4NE/4, NE/4NW/4
Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork River.

Township 31 North, Range 110 West, 6th P.M.
Section 16: Lots 4,5,6,7,8, SW/4SW/4, NW/4SE/4, E/2SE/4
Section 21: Lots 1,2,7,10
Section 22: Lots 1,2, W/2NW/4, E/2SW/4
Section 27: Lots 1,5,6,7,8,9, NE/4NW/4
Section 28: SE/4NE/4, E/2SE/4
Section 33: SE/4
Section 34: Lots 1,2,4,5,6,7, W/2SE/4
Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

2,754.17 acres, more or less

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agree as follows:

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

SIGNED FOR IDENTIFICATION

Michael D. Marincic as Trustee of
the Marincic Irrevocable Trust I
dated June 10, 1988

Brenda Dunford as Trustee of
the Marincic Irrevocable Trust I
dated June 10, 1988

FORM TA-21-2 REV 3-19-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 21, 1999, from Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book _____, Page _____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

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

See EXHIBIT "A", attached to and made a part hereof.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988	5163 Ranchos Road Billingham, Washington 98226	$3,735.71

275751

RECORDED Nov. 8 1999 2:15 PM
IN BOOK 112 OTG PAGE 376
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of _____, 19____.

Michael D. Marincic 10/15/99 (SEAL)
Michael D. Marincic as Trustee of the Marincic Irrevocable Trust I dated June 10, 1988

Brenda Dunford 10/6/99 (SEAL)
Brenda Dunford as Trustee of the Marincic Irrevocable Trust I dated June 10, 1988

_____ (SEAL)

_____ (SEAL)

STATE OF Arizona
COUNTY OF Yavapai } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of October, 1999, personally appeared Michael D. Marincic

and

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

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

My Commission Expires Nov 30 2002

DENISE R. DEDRICK
NOTARY PUBLIC - ARIZONA
YAVAPAI COUNTY
My Comm. Expires Nov. 30, 2002

Notary Public.

Address: 1540 E Hwy 89A Cottonwood Az

STATE OF Washington
COUNTY OF Whatcom } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of October, 1999, personally appeared Brenda Dunford

and

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

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

My Commission Expires 4/23/2000

Barbara K Ericson

Notary Public.

Address: Oak Harbor, Wa

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No. FROM TO

Dated , 19

No. Acres County.

Term

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

By County Clerk.

Deputy.

When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated September 21, 1999 by and between Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988, Lessors, and Starwood, Inc., a Texas Corporation, Lessee, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 3: Lots 2,8,9, SW/4NE/4, SE/4NW/4, NE/4SW/4, W/2SE/4
Section 4: Lots 1,2,5,6,7, SW/4NE/4
Section 9: Lots 1,4,6,7, W/2SE/4
Section 10: Lots 1,2,4,5, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 15: NW/4NE/4, NE/4NW/4
Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork River.

Township 31 North, Range 110 West, 6th P.M.
Section 16: Lots 4,5,6,7,8, SW/4SW/4, NW/4SE/4, E/2SE/4
Section 21: Lots 1,2,7,10
Section 22: Lots 1,2, W/2NW/4, E/2SW/4
Section 27: Lots 1,5,6,7,8,9, NE/4NW/4
Section 28: SE/4NE/4, E/2SE/4
Section 33: SE/4
Section 34: Lots 1,2,4,5,6,7, W/2SE/4
Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

2,754.17 acres, more or less

379

75933-000

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 96-00205 Assignment Approval Date -

275820 275820

RECORDED Nov. 15 1999 9:15A M
IN BOOK 118 O+G PAGE 379
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

ASSIGNOR, with name and address at, Yates Petroleum Corporation
105 Fourth Street
Artesia, New Mexico 88210

Andex Resources, LLC
1001 Fannin, Suite 2000
Houston, Texas 77002

being the owner of 100% percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 112 West 6th P.M.
Section 16: E/2, E/2W/2, W/2SW/4
Sublette County, Wyoming
Containing 560.00acres, more or less

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

1) ASSIGNEE, with name and address at: EOG Resources, Inc.
600 17th Street, Suite 1100 N
Denver, Colorado 80202

100% percent interest in the total leasehold, or as described in particular above.

This Assignment is subject to that certain Letter Agreement dated September 28, 1999, by and between EOG Resources, Inc., Yates Petroleum Corporation and Andex Resources, LLC.

Assignor warrants title to the interest herein conveyed against the claims and demands of all persons lawfully claiming the same by, through or under Assignor but not otherwise; provided, however, Assignor shall subrogate Assignee to any warranty claim which Assignor may have against any third party, prior owner, vendor or assignor. Assignor warrants that interest herein conveyed is free and clear of all liens and encumbrances created by, through, or under Assignor but not otherwise.

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.

And reserving unto ASSIGNOR, 2.33% Overriding Royalty Interest
(50% of the reserved 2.33% ORRI to Yates Petroleum Corporation;
50% of the reserved 2.33% ORRI to Andex Resources, LLC)

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

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

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

Page 1 of 1 of Lease # 96-00205 assignment dated October 18, 1999.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 28th day of October, 1999.

ASSIGNOR (1) – Yates Petroleum Corporation	ASSIGNOR (2) - Andex Resources LLC
By - Attorney-In-Fact	By - Tom L. Dodds
Title -	Title - TOM L. DODDS, VICE PRESIDENT
Attest -	Attest -
ASSIGNEE (1) – EOG Resources, Inc.	ASSIGNEE (2) -
By -	By -
Title - Andrew C. Morris Agent and Attorney-in-Fact	Title -
Attest -	Attest -
ASSIGNEE (3) -	ASSIGNEE (4) -
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 NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 18th day of October, 1999, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation., a New Mexico corporation.

My commission expires:
6-14-2004

Notary Public

THE STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS, AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF OCTOBER, 1999.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

On the 28th day of October, 1999, personally appeared before me, Andrew C. Morris, who, being duly sworn, did say that he is the Agent and Attorney-in-Fact of EOG RESOURCES, INC. and that said instrument was signed on behalf of said corporation.

WITNESS my hand and official seal.

Betty A. Herrold
Notary Public

My Commission Expires July 26, 2002

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

I, CURTIS N. COX, social security number 466-12-5529, for valuable consideration, do hereby assign, transfer and convey to my wife, JOANNE FURTEK COX, social security number 547-70-6709, all of my rights, titles and interests in and to the following described oil, gas and mineral interests:

Those certain overriding royalty interests described in the attached Exhibit A and Eshibit C, covering the properties described in Sublette County, Wyoming.

SIGNED this the 26th day of October, 1999.

Curtis N. Cox
CURTIS N. COX

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me this 26th day of October, 1999, by CURTIS N. COX.

JOHN R. SHAW
Notary Public, State of Texas
My Commission Expires April 21, 2001

John R. Shaw
Notary Public, State of Texas

275824

RECORDED Nov 15 1999 9:35A M
IN BOOK 112 OTG PAGE 382
FEES $22.00 m COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Exhibit A – Ownership

Property Number: 00016151 – 00019
Property Name: TIP TOP UNIT A TR 64
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 64			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

Property Number: 00016151 – 00047
Property Name: TIP TOP UNIT A TR 64
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 64			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

Exhibit A - Ownership

Property Number: 00016152 - 00003
Property Name: TIP TOP UNIT B TR 5
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 5			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

Property Number: 00016152 - 00006
Property Name: TIP TOP UNIT B TR 9
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 9			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00156300

Exhibit A - Ownership

Property Number: 00016152 - 00032
Property Name: TIP TOP UNIT B TR 42
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 42			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00312500

Property Number: 00016152 - 00040
Property Name: TIP TOP UNIT B TR 64
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 64			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

Exhibit A – Ownership

Property Number: 00016152 – 00044
Property Name: TIP TOP UNIT B TR 5
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- **TIP TOP UNIT B TR 5**			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

Property Number: 00016152 – 00047
Property Name: TIP TOP UNIT B TR 9
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- **TIP TOP UNIT B TR 9**			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00156300

Exhibit A – Ownership

Property Number: 00016152 – 00073
Property Name: TIP TOP UNIT B TR 42
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- **TIP TOP UNIT B TR 42**			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00312500

Property Number: 00016152 – 00081
Property Name: TIP TOP UNIT B TR 64
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- **TIP TOP UNIT B TR 64**			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00078100

[redacted] [redacted] [redacted]

Exhibit A - Ownership

Property Number: 00020471 - 00001
Property Name: TIP TOP NP WELL T33X-16SH
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP NP WELL T33X-16SH			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00312500

Property Number: 00020471 - 00002
Property Name: TIP TOP NP WELL T33X-16SH
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: OCTOBER 15, 1999
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP NP WELL T33X-16SH			
27340400	COX, CURTIS N CURTIS N COX 238 E EDGEWOOD PLACE SAN ANTONIO TX USA 78209-3304	OR	0.00312500

Exhibit C – Legal Descriptions

Division Order No : 00016151 - 00019
Division Order Name : TIP TOP UNIT A TR 64

31 029 113
LOTS 1 2 3 AND 4; SE 1/4 NW 1/4 T29N-R113W 6TH PM
****

Division Order No : 00016151 - 00047
Division Order Name : TIP TOP UNIT A TR 64

31 029 113
LOTS 1 2 3 AND 4; SE 1/4 NW 1/4 T29N-R113W 6TH PM
****

Division Order No : 00016152 - 00003
Division Order Name : TIP TOP UNIT B TR 5

29 29N 113
NW/4,W/2 NE/4 SECTION 29; SE/4 NW/4,E/2 SECTION 30; NE/4 SECTION 31 NW/4 SECTION 33; T29N-T113W 6TH PM
****

Division Order No : 00016152 - 00006
Division Order Name : TIP TOP UNIT B TR 9

33 29N 113
SW/4 OF SE/4 OF SECTION 33-T29N-R113W 6TH PM CONTAINING 40 ACRES
****

Division Order No : 00016152 - 00032
Division Order Name : TIP TOP UNIT B TR 42

16 28N 113
SW/4,W/2 SE/4,SW/4 NE,S/2 NW/4, NW/4 NW/4 (PART RESURVEY TR 37), T28N-R113W, 6TH P.M.
****

Division Order No : 00016152 - 00040
Division Order Name : TIP TOP UNIT B TR 64

30 29N 113
NE/4 NW/4 OF SECTION 31; LOTS 2 3 AND 4 AND E/2 SW/4 OF SECTION 30-T29N-R113W 6TH PM CONTAINING 244.64 ACRES
****

Division Order No : 00016152 - 00044
Division Order Name : TIP TOP UNIT B TR 5

29 29N 113
NW/4,W/2 NE/4 SECTION 29; SE/4 NW/4,E/2 SECTION 30; NE/4 SECTION 31 NW/4 SECTION 33; T29N-T113W 6TH PM
****

Division Order No : 00016152 – 00047
Division Order Name : TIP TOP UNIT B TR 9

33 29N 113
SW/4 OF SE/4 OF SECTION 33–T29N–R113W 6TH PM CONTAINING 40 ACRES
****

Division Order No : 00016152 – 00073
Division Order Name : TIP TOP UNIT B TR 42

16 28N 113
SW/4,W/2 SE/4,SW/4 NE,S/2 NW/4, NW/4 NW/4 (PART RESURVEY TR 37), T28N–R113W, 6TH P.M.
****

Division Order No : 00016152 – 00081
Division Order Name : TIP TOP UNIT B TR 64

30 29N 113
NE/4 NW/4 OF SECTION 31; LOTS 2 3 AND 4 AND E/2 SW/4 OF SECTION 30–T29N–R113W 6TH PM CONTAINING 244.64 ACRES
****

Division Order No : 00020471 – 00001
Division Order Name : TIP TOP NP WELL T33X–16SH

T28N–R113W–SEC 16
N/2 SECTION 16, T28N–R113W
****

Division Order No : 00020471 – 00002
Division Order Name : TIP TOP NP WELL T33X–16SH

T28N–R113W–SEC 16
N/2 SECTION 16, T28N–R113W
****

End Of Division Order – Owner Level Report

391

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

SEE EXHIBIT 'A'

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* LANCE OIL & GAS COMPANY, INC.
Street 12200 N. PECOS STREET
City, State, ZIP Code 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 Overridiag Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF	SEE EXHIBIT	SEE EXHIBIT	SEE EXHIBIT	NONE	THOSE OF RECORD

275843

RECORDED Nov. 15 1999 4:15p M
IN BOOK 112 O+G PAGE 391
FEES $ 0.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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]

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 31ST day of Sept, 1999, before me, the undersigned authority, personally came and appeared **Robin Benko, Attorney-in-Fact of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

E. MARKS — NOTARY PUBLIC — STATE OF COLORADO

D Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B- CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 21st day of Sept, 19 99

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor Robin Benko
(Signature)

or Attorney-in-fact Robin Benko, Attorney-in-Fact
(Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 3rd day of November, 19 99

LANCE OIL & GAS COMPANY, INC.

Transferee

or Attorney-in-fact Ralph W. Ponfick
(Signature)

Ralph W. Ponfick, Attorney-In-Fact

BURDEN HOURS STATEMENT

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

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

• U.S. GPO: 1990-573-016/26030

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OPERATING RIGHTS

LEASE #	LESSOR	DESCRIPTION	OWNED	CONVEYED	RETAINED
LUMAN 11-25 WY-1352	BLM WYW-133083	TWP 32 NORTH, RGE 110 WEST SEC 25: SW/4SW/4 TO THOSE DEPTHS & ZONES BELOW THE BASE OF THE FORT UNION FM. WHICH IS DEFINDED AS THE DEPTH OF 9090 FT	100.0000%	15.0000%	85.0000%
WY-1353	BLM WYW-118172	TWP 32 NORTH, RGE 110 WEST SEC 25: E/2SW/4, NW/4SW/4, E/2 E/2NW/4, SW/4NW/4 SEC 35: ALL TO THOSE DEPTHS & ZONES BELOW THE BASE OF THE FORT UNION FM. WHICH IS DEFINDED AS THE DEPTH OF 9090 FT	100.0000%	15.0000%	85.0000%

LANDS LOCATED IN SUBLETTE CO., WY

393

[redacted] [redacted] [redacted]

MINERAL QUITCLAIM DEED AND
ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That **Johanna Mau**, a single person, of 1345 Uinta Drive, Kemmerer, WY 83101, grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to her in hand paid by **Johanna Mau, Trustee of the William P. Mau Decedent's Trust dated December 20, 1998**, of 1345 Uinta Drive, Kemmerer, WY 83101, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed and by these presents does for her heirs, executors and administrators, successors and assigns, remise, release and forever quitclaim unto the said **Johanna Mau, Trustee of the William P. Mau Decedent's Trust dated December 20, 1998**, forever, all such right, title, interest, property, possession, claim and demand as the grantor has or ought to have in and to all the minerals and mineral rights, including but not limited to all the coal, oil, gas, geothermal, brine and steam rights, and all other mineral rights, now known to exist or hereafter discovered, associated with, and in, under or upon the following described real property situate in the County of Sublette, State of Wyoming, to-wit:

275932

RECORDED Nov. 22 1999 9:00 A
IN BOOK 118 O+G PAGE 394
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

Township 28 North, Range 113 West, 6TH P.M.
Division Order No: 00016152-00034
"Tip Top Unit B TR 46"
Section 17: W1/2SW1/4 and SE1/4SW1/4 (aka Tract 39), containing 120.00 acres, more or less.

Township 28 North, Range 113 West, 6TH P.M.
Division Order No: 00016152-00075
"Tip Top Unit B TR 46"
Section 17: W1/2SW1/4 and SE1/4SW1/4 (aka Tract 39), containing 120.00 acres, more or less.

Hereby also assigning unto said grantee all of grantor's right, title and interest, including the right to receive royalty income payments, under that certain oil and gas royalty interest with Mobile Oil Company as lessee described as follows:

Tip Top Unit B, TR 46
Property 00016152.00034
Property 00016152.00075

Business Associate No. 122834-00.

Sublette County, Wyoming

394

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming associated with or affecting said oil, gas and other mineral rights being hereby conveyed.

TO HAVE AND TO HOLD all such right, title and interest in and to said oil, gas and other mineral rights associated with and in, under or upon the above mentioned and described premises unto the said grantee and her successors and assigns forever, so that no person in my name or behalf, or any person in my name or behalf shall claim or demand any right or title to any of the oil, gas and other mineral interests being conveyed hereby, but they and every one of them shall by these presents be excluded and forever barred.

It is expressly understood and agreed that this instrument is to be construed as a conveyance in fee simple of all of the grantor's interest in the oil, gas and other minerals in, under and upon the above described tract of land, including grantor's interest in and to any and all existing oil, gas and other mineral leases insofar as they affect said property.

IN WITNESS WHEREOF, I have hereunto set my hands as of the 8th day of November, 1999.

Johanna Mau
Johanna Mau

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN :

The foregoing Mineral Quitclaim Deed was acknowledged before me by Johanna Mau, a single person, this 15 day of November, 1999.

Witness my hand and official seal.

Paula M. Ferentchak
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

Paula M. Ferentchak
NOTARY PUBLIC

My commission expires: 11-16-99.

Form 4-1175 (July 1951) With acreage ch ed to 46,080

Facsimile reproduction
Kimset Blue Print Co.
Box 741
Casper, Wyoming

D10 15C 23
HB

RECEIVED
FEB 21 1955
Land Survey Office
Evanston, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DO NOT TO BE FILLED IN BY LESSEE
Receipt No. 23434
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 025930
Date of Lease August 1, 1949

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to .....
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 29 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Sec. 13: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
23: $W\frac{1}{2}$

560.00 acres, more or less,
subject to production payments per attached rider.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 3%
(State percentage only)

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

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

WITNESSES ATTEST:

A. M. Walter

A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.

A. B. Belfer, President
(Assignor's signature)

42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born X Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

WITNESSES:

Dorothy Pipley
(Name and address)

(Name and address)

David C. Bintliff
(Assignee's signature)

812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
(Title)

27538
275935

REC'D FOR REC. FEB. 22 1955 AT 9:50 A.M.
IN BOOK 112 MISC. PAGE 396
FEES $6.00
SUBLETTE COUNTY, WYOMING
By Cathy Scott

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1999
Audrey A. Kowalski
BUREAU OF LAND MANAGEMENT

CORRECTION ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that **High Plains Associates, Inc., 1557 Ogden, Suite 300, Denver, Colorado 80218,** Assignor, for the sum of One Dollar ($1.00) and other good and valuable consideration, cash in hand paid, the warranty, expressed or implied, under Assignment of Oil and Gas Lease dated June 8, 1998 and recorded in Book 110 O&G, Page 8, Recpt. #270743, Sublette County, Wyoming assigned unto **Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112.**

Whereas the Grace A. McIntosh, etal lease described on Exhibit "A", page 1 of 52 of the Assignment of Oil and Gas Lease, reflected an incorrect lease description, being Township 32 North, Range 108 West, Section 4: SE/4NW/4, E/2SW/4;

Whereas this instrument is to correct this description on the original Assignment of Oil and Gas Lease to read: Township 32 North, Range 108 West, Section 4: SE/4NW/4, E/2SE/4;

Whereas this instrument is to correct the lease description only and does not affect the original Assignment of Oil and Gas Lease.

WITNESS my hand on this 3rd day of November, 1999.

ATTEST:

By: _____
Lynn M. Baalman, Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Louis A. Oswald, III, President

ACKNOWLEDGMENT (CORRPORATE)

STATE OF COLORADO)
CITY AND)Ss
COUNTY OF DENVER)

On this 3rd day of November, 1999, before me personally appeared Louis A. Oswald, III, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Louis A. Oswald, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of November, 1999.

_____
Lynn A. McBride, Notary Public

My Commission Expires:

2/11/2001

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

275936

RECORDED Nov. 22 1999 10:25A M
IN BOOK 120+G PAGE 397
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scoter

[redacted] [redacted] [redacted]

ENRON OIL & GAS COMPANY

CERTIFICATE OF NAME CHANGE

TO EOG RESOURCES, INC.

I, the undersigned, Vickie L. Graham, Assistant Secretary of EOG Resources, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware and formerly known as Enron Oil & Gas Company, hereby certify that:

(1) as Assistant Secretary I am authorized to execute this certificate on behalf of the Corporation;

(2) attached is a true and correct copy of a Certificate of Ownership and Merger merging EOG Resources, Inc. into Enron Oil & Gas Company, and changing the corporate name of Enron Oil & Gas Company to EOG Resources, Inc., including a copy of the certificate of the Secretary of State of Delaware, the state of incorporation; said merger and name change being effective as of August 30, 1999.

IN WITNESS HEREOF, I have hereunto set my hand as Assistant Secretary and affixed the corporate seal of said Corporation this 12th day of November, 1999.

CORPORATE SEAL

Vickie L. Graham
Assistant Secretary

275939

RECORDED Nov. 22 1999 10:56 AM
IN BOOK 112 O+G PAGE 998
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soeton

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 12th day of November, 1999 by Vickie L. Graham, as Assistant Secretary of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation. Witness my hand and official seal.

ANN S. BYERS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 15, 2003

Notary Public in and for
The State of Texas

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"EOG RESOURCES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ENRON OIL & GAS COMPANY" UNDER THE NAME OF "EOG RESOURCES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF AUGUST, A.D. 1999, AT 4:30 O'CLOCK P.M.

Edward J. Freel, Secretary of State

2064000 8100M

991371085

AUTHENTICATION: 9955549

DATE: 09-03-99

[redacted] [redacted] [redacted]

8-30-99

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

EOG RESOURCES, INC.
a Delaware corporation

INTO

ENRON OIL & GAS COMPANY
a Delaware corporation

(Pursuant to Section 253 of the General Corporation Law of the State of Delaware)

Enron Oil & Gas Company, a corporation duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That Enron Oil & Gas Company (the "Company") and EOG Resources, Inc. ("EOG") are corporations duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

SECOND: That the Company owns all of the issued and outstanding shares of the capital stock of EOG.

THIRD: That the board of directors of the Company adopted the following resolutions by unanimous written consent dated August 25, 1999, and that such resolutions have not been rescinded and are in full force and effect on the date hereof:

"WHEREAS, EOG Resources, Inc., a Delaware corporation ("EOG"), is a wholly owned subsidiary of the Company;

WHEREAS, the board of directors of the Company deems it advisable and in the best interest of the Company to merge EOG with and into the Company, with the Company being the surviving corporation;

NOW, THEREFORE, BE IT RESOLVED, that EOG be merged with and into the Company pursuant to Section 253 of the General Corporation Law of the State of Delaware, and that the Company succeed to and possess all the rights and assets of EOG and be subject to all of the liabilities and obligations of EOG;

RESOLVED, that the Company change its corporate name by changing Article First of the Certificate of Incorporation of the Company to read in its entirety as follows:

"First: The name of the Corporation is EOG Resources, Inc."

RESOLVED, that each share of common stock, $1.00 par value per share, of EOG issued and outstanding immediately prior to the effective date of the merger shall, upon the effective date and by virtue of the merger, be canceled without payment therefor;

RESOLVED, that the merger shall become effective on the date the Company files a Certificate of Ownership and Merger with respect to such merger with the Secretary of State of the State of Delaware;

RESOLVED, that the appropriate officers of the Company are hereby authorized and empowered to file the necessary documents with the Secretary of State of the State of Delaware, to incur the necessary expenses therefor and to take, or cause to be taken, all such further action and to execute and deliver or cause to be executed and delivered, in the name of and on behalf of the Company, all such further instruments and documents as any such officer may deem to be necessary or advisable in order to effect the purpose and intent of the foregoing resolutions and to be in the best interests of the Company (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments and documents, as the case may be, by or under the direction of any such officer);

RESOLVED, that the prior actions of the officers and directors of the Company in undertaking to carry out the transactions contemplated by the foregoing resolutions be, and the same hereby are, in all respects, approved, adopted, ratified and confirmed."

IT WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized officer this 26th day of August, 1999.

ENRON OIL & GAS COMPANY

By: _____ BKP

Walter C. Wilson
Senior Vice President and
Chief Financial Officer

P:\lbh\EOG Resources, Inc\5301020_v2.doc

Form 3080-3a
(January 1996)

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 JUN -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT O[redacted]NTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]YED
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.

WYW131388

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Shama Zoe Limited Partnership
6400 S. Fiddler's Green Circle
Plaza Tower One, Suite 1977
Englewood, CO 80111

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West Section 22: NW/4, SE/4 containing 320 acres, more or less	100%	100%	none	none	7.5% x 8/8 ORRI

275968
RECORDED Nov. 23 1999 4:15p M
IN BOOK 112 Opt 6 PAGE 402
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Burton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 JUL 1 1999

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

LAND LAW EXAMINER
(Title)

SEP 27 1999
(Date)

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 30th day of April, 19 99

Name of Transferor Aztec Energy Corporation
Please type or print

Transferor _____
(Signature)

or

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

7801 Broadway, Ste. 200, San Antonio, TX 78209
(Transferor's Address)

(City) (State) (Zip Code)

Executed this 17th day of May, 19 99

Shama Zoe Limited Partnership

Transferee _____
(Signature)

or

Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

STATE OF 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.

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

405

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 JUN -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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)*
   Street: Shama Zoe Limited Partnership
   City, State, ZIP Code: 6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977, Englewood, CO 80111

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West Section 27: E/2NW/4 Section 33: NE/4SE/4, S/2SE/4 Section 34: NW/4 containing 360 acres, more or less	100%	100%	none	none	7.5% x 8/8 ORRI

RECORDED Dec. 23 1999 4:15P M
IN BOOK 112 O+G PAGE 405
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

275969

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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.

(1) Transfer approved effective JUL 1 1999

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

LAND LAW EXAMINER (Title)

SEP 27 1999 (Date)

[redacted] [redacted] [redacted]

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 30th day of April, 19 99

Name of Transferor Aztec Energy Corporation
(Please type or print)

Transferor [signature]
(Signature)
or
Attorney-in-fact Dan C. Perry, President
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)
San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 17th day of May, 19 99

Shama Zoe Limited Partnership

Transferee [signature]
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 30 day of April, 1999, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

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

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, 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, SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, whose address is Plaza Tower One, Suite 1977, 6400 S. Fiddler's Green Circle, Englewood, Colorado, 80111, hereinafter referred to as "Assignor", does hereby grant, convey, sell, assign, and transfer unto HOWARD O. SHARPE, hereinafter referred to as "Assignee", whose address is 9357 S. Prairie View Drive, Highlands Ranch, Colorado, 80126, a one-half of one percent (0.5%) Overriding Royalty Interest in and to all of the oil, gas and associated hydrocarbons in and under the parcels of land within the oil and gas leases as described on the attached Lease Schedule, marked Exhibit "A", attached hereto and made a part hereof.

The overriding royalty interest herein assigned and conveyed shall be free and clear of all cost and expense to the Assignee, except taxes applicable to the interest and the production therefrom and transportation charges of the purchasing company.

This Assignment shall be a covenant running with the land and leasehold estate and shall be binding upon the parties hereto, their respective heirs, administrators, executors, and assigns.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest as of this 8th day of October, 1999.

RECORDED Nov. 23 1999 4:15 P M
IN BOOK 112 OTG PAGE 408
FEES $ 17.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

275970

SHAMA ZOE LIMITED PARTNERSHIP

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of October, 1999, by Gilman A. Hill, General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

WITNESS my hand and official seal.

JoAnn Sarver
JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11-21-2002

My Commission Expires: November 21, 2002

Exhibit "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty", dated October 8, 1999, from Shama Zoe Limited Partnership, Assignor, to Howard O. Sharpe, Assignee.

SCHEDULE OF LEASES

Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-123583	Township 34 North, Range 112 West, 6th P.M. Section 12: E2NE4	80.00
WYW-124080	Township 33 North, Range 111 West, 6th P.M. Section 6: Lots 1, 2, 3	120.00
WYW-131927	Township 33 North, Range 112 West, 6th P.M. Section 4: Lots 1-4, S2N2, S2 Section 9: All Section 17: N2, N2SW4, SE4 Section 18: N2SE4	1,919.80
WYW-132414	Township 33 North, Range 112 West, 6th P.M. Section 3: Lots 1-4, S2N2, S2	639.36
WYW-133090	Township 34 North, Range 111 West, 6th P.M. Section 6: E2SE4 Township 34 North, Range 112 West, 6th P.M. Section 1: Lots 2-4, SW4NE4, S2NW4, E2SW4, W2SE4 Section 2: Lots 1, 2, SW4SE4 Section 11: SE4SW4	640.19
WYW-133098	Township 33 North, Range 112 West, 6th P.M. Section 5: Lots 1-4, S2N2, S2 Section 6: Lots 1-7, S2NE4, SE4NW4, E2SW4, SE4 Section 7: Lots 1-4, E2, E2W2 Section 8: W2 Section 18: Lots 1, 2, NE4, E2NW4	2,554.27
WYW-133099	Township 34 North, Range 112 West, 6th P.M. Section 10: SW4 Section 14: S2N2 Section 15: S2N2, NW4NW4, SW4 Section 22: All Section 23: W2E2, W2 Section 26: W2NE4, SE4NE4, W2, SE4	2,400.00
WYW-133100	Township 34 North, Range 112 West, 6th P.M. Section 17: All Section 20: All Section 21: All	1,920.00
WYW-133101	Township 34 North, Range 112 West, 6th P.M. Section 27: All Section 28: All Section 33: All Section 34: All	2,560.00

[redacted] [redacted] [redacted]

20

ASSIGNMENT OF OIL AND GAS LEASES

275971

RECORDED Nov. 23 1999 4:25 PM
IN BOOK 112 046 PAGE 410
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Cato

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is made and entered into this 28th day of May, 1998, by and between LOMA ENERGY CORP., hereinafter called "Assignor", whose address is PO Box 21395, Billings, Montana 59104, and HANSON & STRAHN, INC., hereinafter called "Assignee", whose address is PO Box 3020, Cheyenne, Wyoming 82003.

WITNESSETH

ASSIGNOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY, subject to the exceptions, reservations, conditions and other provisions hereinafter set out, unto ASSIGNEE, 100% of Assignor's right, title and interest in and to those certain Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof, such leases being hereinafter sometimes referred to as "said Leases", and being located in Sublette County, Wyoming.

TO HAVE AND TO HOLD said interest unto Assignee, its successors and assigns, in accordance with the terms and provisions contained in said Leases, subject to the following conditions, covenants, reservations, and exceptions, to-wit:

1. This Assignment is made subject to (i) all instruments filed of record affecting said Leases, and (ii) that certain Offer to Purchase dated March 5, 1998, by and between HANSON & STRAHN, INC. and LOMA ENERGY CORP. The terms and conditions of the documents described above are incorporated herein by reference for all purposes.

2. Assignor hereby reserves unto Assignor and excepts from this Assignment an overriding royalty interest in all of the oil, gas and other hydrocarbons produced, saved and marketed from said Leases equal to the difference between Seventeen and One-Half Percent (17.50%) and all presently existing and outstanding lease burdens which shall include lessor's royalty and all overriding royalties or similar interests burdening said Leases, provided, however, that in no event shall Assignee receive less than an 82.50% net revenue interest under and by virtue of said Leases.

If the Oil and Gas Leases on the attached Exhibit "A" cover less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, or if Assignor owns less than 100% of the oil, gas or mineral leasehold estate in any such tract or tracts, the interest retained hereunder, with respect to that certain tract or tracts, shall be proportionately reduced.

For the same consideration, Assignor covenants with Assignee that Assignor has the requisite power and authority to convey the interest herein conveyed and that said Leases are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid, and that the undersigned agrees to warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim by, through and under ASSIGNOR, but not otherwise.

In the event Assignee should elect to surrender, let expire, abandon or release all or any part of its right in said Leases, or any part thereof, Assignee shall notify Assignor not less than forty-five (45) days in advance of such surrender, expiration, abandonment or release, and if requested to do so by Assignor, shall immediately reassign such rights in the said Lease, or such part thereof, to Assignor. It is agreed that Assignee shall incur no liability for failure to so notify or reassign through clerical error, oversight or otherwise.

The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first written above.

ASSIGNOR:

LOMA ENERGY CORP.

By: _____
Douglas R. Hansen, President

ATTEST: _____
Lori A. Hansen, Secretary

ASSIGNEE:

HANSON & STRAHN, INC.

By: _____
Marc Randal Strahn, President

NO ATTEST REQUIRED

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 28th day of May, 1998, before me, the undersigned authority in and for the State and County aforesaid, personally appeared DOUGLAS R. HANSEN, known to me to be the PRESIDENT of LOMA ENERGY CORP., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

_____
Notary Public

My commission expires:

_____

Residing at Billings, MT

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

On this 4th day of June, 1998, before me, the undersigned authority in and for the State and County aforesaid, personally appeared MARC RANDAL STRAHN, known to me to be the PRESIDENT of HANSON & STRAHN, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

_____
Notary Public

My commission expires:

_____

Residing at Cheyenne, WY

PEGGY J. LOPEZ — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

5/28/98

EXHIBIT "A"

Attached to and made part of that certain Assignment of Oil and Gas Leases dated May 28, 1998
by and between Loma Energy Corp., Assignor and Hanson & Strahn, Inc., Assignee.

FILE #	LESSOR	LEASE DATE & TERM	DESCRIPTION	GROSS ON LEASE	RECORDING Book	Page
WY-1456-A	Elvin L. Booth and Jacqueline M. Booth, h/w	2/16/98 5 years with 3-yr option to renew	Township 35 North, Range 113 West, 6th P.M. Sec 34: NE4 Sec 35: NW4	320.00	109 O&G	550
WY-1458-A	Robert Ralph Parks, Jr., a married man dealing in his sole and separate property	4/1/98 5 years	Township 34 North, Range 113 West, 6th P.M. Sec 5: Lots 3, 4, SWNW Sec 6: Lots 1, 2, SWNE Township 35 North, Range 113 West, 6th P.M. Sec 30: SESE Sec 31: E2, SENW, NESW Sec 32: SW4, NWSE	875.20	109 O&G	555
WY-1460-A	Janice R. Luhn, a widow	3/1/98 5 years with 3-yr option to renew	Township 34 North, Range 113 West, 6th P.M. Sec 1: Lots 3, 4, S2NW Sec 2: Lots 1, 2, S2NE	315.13	109 O&G	557
WY-1460-B	Jack L. Foote, a married man dealing in his sole and separate property; Grover L. Foote, a married man dealing in his sole and separate property; and Gretchen A. McCleary, a married woman dealing in her sole and separate property.	3/1/98 5 years with 3-yr option to renew	(same as above)	315.13	110 O&G	154

4/12

413

CONVEYANCE

STATE OF WYOMING)

COUNTY OF SUBLETTE)

THIS CONVEYANCE is made from the Herbert E. Fear Trust, Dated October 31, 1984 (hereinafter referred to as "Grantor") to En Geo, Inc., a Texas Corporation, whose address is 1316 Rusk Drive, Richardson, Texas 75081 (hereinafter called "Grantee");

WITNESSETH:

Grantor, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has TRANSFERRED, GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED, and does hereby TRANSFER, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, SET OVER and DELIVER unto Grantee the following (all of which are hereinafter called the "Conveyed Interests");

A. All of Grantor's right, title and interest in and to those certain oil and gas leases and the mineral rights described in Exhibit "A" hereto. The oil and gas leases described in Exhibit "A" are hereinafter referred to as the "Subject Leases" and the mineral rights described in Exhibit "A" are hereinafter referred to as the "Mineral Interest". Further the lands described in Exhibit "A" and which are included in, and covered by, the Subject Leases and the Mineral Interest, shall hereinafter be referred to as the "Subject Lands";

B. All right, title and interest of Grantor derived from all presently existing and valid unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules, or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the Subject Leases, Mineral Interest, and/or the Subject Lands;

C. All right, title and interest of Grantor in and to all presently existing and valid contracts including, without limitation, all oil, casinghead gas, and gas sales agreements, operating agreements, pooling, unitization, purchase, exchange, and processing contracts and farmout agreements, and all other contracts, agreements, and instruments which relate to any of the Conveyed Interests;

D. Without limitation of the foregoing, all other right, title and interest and causes in action of Grantor in and to the Subject Leases, Mineral Interest and/or the Subject Lands, even though Grantor's interests therein may be incorrectly described in or a description of such interests be omitted from, Exhibit "A";

E. With respect to the Conveyed Interests, any and all claims, underages, overbalances, underbalances, take or pay claims, make up rights, misallocations, and rights to balance production, processing or sales, any of which may have resulted from the production, processing or sale of gas or lack thereof, accrued or outstanding as of the Effective Date hereof, which Grantor may maintain against any party or parties whom Grantor may maintain such a claim or right by contract or otherwise;

F. Any and all royalties, overriding royalties, production payments, right to take royalties in kind, and other interest in production of oil, gas or other minerals to the extent they pertain to the Conveyed Interests;

G. All of Grantor's right, title and interest in and to all wells located on the Subject Leases, the Mineral Interest and/or the Subject Lands relating to the production of oil, gas or other minerals whether producing, shut-in, or temporarily abandoned, water source wells, salt water disposal wells, and water and other types of injection wells (collectively the "Wells"), together with all personal property, equipment, fixtures, and improvements on or appurtenant to the Subject Leases, the Mineral Interest or Wells, including without limitations all surface and sub-surface equipment, well bores, pipe, tubing, casing, fixtures, inventory facilities, supplies and other property of whatever kind or nature, which are used in the production, operation, gathering, treatment, processing, storage, or transportation of oil, gas, water or other substances produced therewith.

And for the same consideration, aforesaid Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee all right, title and interest of Grantor in and to all personal property, improvements, easements, permits, licenses, servitudes, and rights of way (including, but not by way of limitation, any wells, tanks, boilers, buildings, fixtures, machinery, and other equipment, pipelines, power lines, telephone and telephone graph lines, roads, and other appurtenances and easements) now being used in connection with the exploration, development, or operation of the Conveyed Interests or the production, treating , storing, transportation, or marketing of oil, gas, and other hydrocarbons produced from or allocated to the Conveyed Interests ("Appurtenant Interests").

Notwithstanding anything herein to the contrary, Grantor reserves all oil and gas, and hydrocarbons produced from the Subject Lands or otherwise attributable to the Mineral Interest prior to the Effective Date hereof and all proceeds thereof.

The interest in the Conveyed Interests covered by this Conveyance are conveyed by Grantor and accepted by Grantee subject to all existing burdens with which the Conveyed Interests are encumbered, and Grantee hereby assumes and agrees to perform, pay or carry as the case may be each of the existing burdens to the extent that such existing burdens are or remain a burden on the interest in the Conveyed Interests herein conveyed to such Grantee. The term "existing burdens" as used herein shall mean all royalties, overriding royalties, production payments, net profits obligations, carried working interest and all other payments out of or with respect to production and any or all claims with which the Conveyed Interests are burdened as of the Effective Date hereof.

The interests conveyed by this Conveyance are conveyed by Grantor and accepted by Grantee subject to, and Grantee hereby agrees to assume, as of the Effective Date, all of Grantor's obligations in and under all existing agreements pertaining to or relating to the Conveyed Interests including, but not limited to, leases, operating agreements, unit agreements, production agreements, purchase and sale agreements, permits, options, and orders in any way relating thereto, whether such obligations accrue or arise before or after the Effective Date. Moreover, the Conveyed Interests are subject to all valid and presently existing easements, rights of way, either of record or on the ground, and subject to all valid and presently existing easements, right-of-way, either of record or on the ground, and subject to all provisions of prior assignments of the Conveyed Interests requiring notice and/or the tender of reassignment of a particular Conveyed Interests prior to the surrender or abandonment thereof, whether or not the assignment containing such provision is described or referred to in this Conveyance.

276041

RECORDED Oct. 29 1999 10:30 AM
IN BOOK 112 Oil6 PAGE 413
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

[redacted] hereby agrees to assume all obligations imposed by now or hereafter existing applicable laws [redacted] to the plugging and abandonment of all wells existing on the Subject Lands or on lands unitized therewith on the Effective Date or relating to the restoration of the surface of such lands upon the abandonment of activities thereon.

Grantee further hereby assumes any obligations which may exist under now-existing or hereafter enacted applicable laws with regard to the remediation or clean-up of environmental hazards existing on the Subject Lands or on other lands arising from operations on the Subject Lands, including but not limited to, those obligations arising from spills, releases, or discharges of hazardous substances occurring prior to the Effective Date. Grantee shall indemnify Grantor and hold Grantor harmless from any cost, claims, or liabilities related to the obligations assumed by Grantee herein. Grantor agrees to execute and deliver to Grantee all such other additional instruments, assignments, conveyances, notices, division orders, transfer orders, and other documents, and to do all such other and further acts and things as may be necessary more fully to grant , convey, and assign to Grantee the rights, titles, and interest, and estates conveyed hereby or intended so to be.

GRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE EQUIPMENT OR OTHER TANGIBLE PERSONAL PROPERTY WHICH IS CONVEYED TO GRANTEE, WHICH IS CONVEYED AS IS, WHERE IS AND WITH ALL FAULTS AND DEFECTS INCLUDING WITHOUT LIMITATION/WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Exhibit attached hereto, being Exhibit "A", is made a part hereof for all purposes as if fully set forth herein.

This Conveyance is made without warrant of title, either express or implied, but is made with full substitution and subrogation of Grantee, its executors, successors and assigns, in and to all covenants and warranties by others heretofore made or given in respect to the undivided interest herein conveyed in the Conveyed Interest and/or the Appurtenant Interests, or any part thereof.

TO HAVE AND TO HOLD all and singular the undivided interest herein conveyed in the Conveyed Interests and the Appurtenant Interests, subjects as aforesaid, unto Grantee, its successors and assigns, forever.

IT WITNESS WHEREOF, Grantor has executed this Conveyance the 12 day of Novembe, 1999, effective as of November 1, 1999 at 7:00 A.M. local time at the respective location of the Conveyed Interests ("Effective Date").

Herbert E. Fear Trust DTD 10/31/84

By: _____
Jerry Joe Fear, Jr., Independent Co-Trustee

[redacted] ident Co-Trustee

En Geo, Inc.

By: _____
Terry L. Fear, President

STATE OF ILLINOIS)
COUNTY OF MARION)

This instrument was acknowledged before me on the 12 day of Nov, 1999, by Jerry Joe Fear, Jr., Independent Co-Trustee of the Herbert E. Fear Trust, Dated 10/31/84.

_____
NOTARY PUBLIC, STATE OF ILLINOIS

VERA KLINGBEIL
(Printed Name)

My Commission expires: 9/23/02

OFFICIAL SEAL
Vera Klingbeil
Notary Public, State of Illinois
My Commission Expires 9/23/02

STATE OF ILLINOIS)
COUNTY OF MARION)

This instrument was acknowledged before me on the 12 day of Nov, 1999, by Terry L. Fear, Independent Co-Trustee of the Herbert E. Fear Trust, Dated 10/31/84.

_____
NOTARY PUBLIC, STATE OF ILLINOIS

VERA KLINGBEIL
(Printed Name)

My Commission expires: 9/23/02

OFFICIAL SEAL
Vera Klingbeil
Notary Public, State of Illinois
My Commission Expires 9/23/02

STATE OF ILLINOIS)
COUNTY OF MARION)

This instrument was acknowledged before me on the 12 day of Nov, 1999, by Terry L. Fear, President, En Geo, Inc.

_____
NOTARY PUBLIC, STATE OF ILLINOIS

VERA KLINGBEIL
(Printed Name)
CONVEYANCE - 2 of 3

My Commission expires: 9/23/02

OFFICIAL SEAL
Vera Klingbeil
Notary Public, State of Illinois
My Commission Expires 9/23/02

4/5

EXHIBIT "A"

Sublette County, Wyoming

Township 27 North, Range 111 West (Federal 10-28 Federal 30-28)

All right title and interest in all valid oil and gas leases and mineral rights of record covering the following described lands in Sublette County, Wyoming:

The West Half (W/2) of Section 28, Township 27 North, Range 111 West, Sublette County, Wyoming.

[redacted] [redacted] [redacted]

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance dated May 3, 1999, but effective March 1, 1999, from ESTELLE H. YATES and S. P. YATES, her husband, 105 South Fourth Street, Artesia, New Mexico 88210, hereinafter referred to as "Assignor", to SACRAMENTO PARTNERS LIMITED PARTNERSHIP, 105 South Fourth Street, Artesia, New Mexico 88210, hereinafter referred to as "Assignee".

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby TRANSFER, GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto Assignee the following:

1. All right, title and interest of Assignor in surface estates, oil, gas and other mineral interests, royalty interests, payable out of production, oil and gas leases, operating rights, and all interests in realty of every other kind, in and under the lands described in Exhibit "A" attached hereto and made a part hereof, even though said interests in any specific portion of said lands and said interests in oil and gas leases which are specifically described in Exhibit "A" may be incorrectly described or referred to in Exhibit "A" or omitted from Exhibit "A" entirely.

2. The wells described in Exhibit "B" attached hereto and made a part hereof, together with identical interests in and to all the property and rights incident thereto.

3. Identical interests in and to all of the personal property, fixtures and improvements now or as of the Effective Date thereon, appurtenant thereto or used and charged to the Land for the production, treatment, sale or disposal of leased substances produced therefrom or attributable thereto and all other appurtenances thereunto belonging.

4. All other leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Assignor in and to the Leases or attributable to production therefrom.

5. All right, title and interest of the Assignor in all sales agreements respecting oil, casinghead gas or gas, all pooling and operating agreements, and all surface leases, easements, permits and other agreements creating rights or privileges used or useful in connection with the operation for oil and gas purposes of the lands covered by the Lease or lands pooled therewith.

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

This Assignment shall bind and inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

To be effective for purposes of apportionment of revenues and expenses as of the Effective Date.

276044

"ASSIGNOR"

RECORDED Nov. 29 1999 10:45 AM
IN BOOK 112 Of 6 PAGE 416
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Estelle H. Yates

Estelle H. Yates

S. P. Yates

S. P. Yates

"ASSIGNEE"

Sacramento Partners Limited Partnership

By: _____
Peyton Yates, Manager of Weed Oil & Gas Company, L.C., General Partner

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before this 22 day of November 1999, by Peyton Yates and S. P. Yates, her husband.

My Commission Expires:
6-14-2003

Notary Public

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before this 22 day of November, 1999, by Peyton Yates, Manager of Weed Oil & Gas Company, L.C., General Partner for Sacramento Partners Limited Partnership.

My Commission Expires:
6-14-2003

Notary Public

LEASE			LEASE/EXP. DATE	TWNS	RNGE	SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING /SUBLETTE										
400	1743	W-107035, YPC (OTC)	1/01/1988	28N	107W	30	LOTS 1,2,3,4, E2, E2 W2 (ALL)	629.91	629.91	PAU
			9/07/1999							
							***** LEASE TOTALS:	629.91	629.91	
400	1743 A	W-141997, YPC (OTC)	1/01/1988	28N	107W	19	LOTS 1,2,3,4, E2, E2 W2 (ALL)	629.72	629.72	PAU
			12/23/1998	28N	107W	20	ALL	640.00	640.00	
				28N	107W	29	ALL	640.00	640.00	
							***** LEASE TOTALS:	1909.72	1909.72	
400	1745	W-107040, YPC (OTC)	1/01/1988	29N	108W	4	LOTS 1,2,3,4, S2N2, S2 (ALL)			HBP
			HBP 12/31/1997	29N	108W	5	LOTS 1,2,3,4, S2N2, S2 (ALL)			
				29N	108W	8	ALL	1919.52	1919.52	
							***** LEASE TOTALS:	1919.52	1919.52	

Exhibit "B"

Assignment, Bill of Sale and Conveyance from Estelle H. Yates and S. P. Yates, her husband, to Sacramento Partners Limited Partnership effective March 1, 1999

WELL NAME/OPERATOR		State	County	Unit Letter	Sec.	TWP	RNG
GOBBLERS KNOB FED #2	YPC	WY	SUB	O	8	29N	108W

COUNTY CLERK [redacted] SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 396

[redacted]

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 29 1999 8 48 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

12 of

11221

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

ALLEN FAMILY, L.P.
202 GREEN GLADE ROAD
MEMPHIS, TN 38120

("PARTICIPANT").

RECORDED Nov. 04 1999 10:45 AM
IN BOOK 112 OG PAGE 413
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy Sacco

275978

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .05312500 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .05312500 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

415 A

416 A

BOOK 1413 PAGE 399

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 8:50 AM
Sharon K. Funk
County Clerk
Roberta Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

KEN CONNER
P. O. BOX 964
ADDISON, TX 75001

("PARTICIPANT").

RECORDED Nov. 04 1999 10:45A M
IN BOOK 112 O&G PAGE 416
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

275979

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .000891314 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .000891314 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] CLERK
OFFICIAL
SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 402

[redacted]

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 8 52 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

12°
11223

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

DONALD E. COOK
1710 21ST AVENUE
GREELEY, CO 80631

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 OTG PAGE 419
FEES $10.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

275980

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

[redacted] 36

Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .027104591837 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .027104591837 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

[redacted] [redacted] [redacted]

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

422

BOOK 1413 PAGE 405

FILED
Lincoln County, OK
OCT 2 9 1999 8:54 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

11224 12

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

MICHAEL L. CRIFASI
270 BRUTON WAY
ATLANTA, GA 30342-205

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45 A M
IN BOOK 1206 PAGE 422
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

WHEREAS, 275981

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

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CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA B. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment of Overriding Royalty Interest ("Assignment") is made and entered into effective as of the first production of hydrocarbons from the Yellow Point 1-13 Well located in the NE/4NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M., by and between McMurry Oil Company, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, Nerd Enterprises, Inc., a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, and Fort Collins Consolidated Royalties, Inc., a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82001, (hereinafter referred to collectively as "Assignors"), and John W. Martin, an individual, with an address of P.O. Box 220, Casper, Wyoming 82602, and Edward M. Warner, an individual, with an address of 1401 17th Street, Suite 1430, Denver, Colorado 80202 (hereinafter referred to collectively as "Assignees").

WITNESSETH

WHEREAS, Assignors are the owners of certain undivided oil and gas leasehold working and operating rights interests in, to and under the oil and gas lease described on Exhibit "A" (the "Subject Lease") which lease covers those lands described on Exhibit "A" (the "Subject Lands") and other lands; and

WHEREAS, the interest of each of the Assignors in the Subject Lease and Lands is held subject to the terms of that certain Farmout Agreement (hereinafter referred to as the "SOCO Farmout Agreement") dated June 14, 1994 among McMurry Oil Company et al., as "Farmor" and Snyder Oil Corporation as "Farmee" and to the terms of that certain Operating Agreement among McMurry Oil Company as "Operator" and Amoco Production Company et at., as "Non-Operator" dated April 4, 1997 covering all of Section 13, Township 28 North, Range 109 West, 6th P.M. (the "Operating Agreement"); and

WHEREAS, Assignors desire to convey, to Assignees in equal undivided shares as tenants in common, the overriding royalty interests hereinafter set forth so that the overriding royalty interests herein conveyed shall be borne out of the working and operating rights interests of Assignors in the following manner:

McMurry Oil Company	50.5092%
Fort Collins Consolidated Royalties, Inc.	36.8635%
Nerd Enterprises, Inc.	12.6273%.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignors do, in the proportions as set forth above, hereby grant, assign and convey unto Assignees in equal undivided shares as tenants in common the overriding royalty interests in the Subject Lease insofar only as it covers the Subject Lands as follows:

I. Insofar as said Subject Lease and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 28, North, Range 109 West, 6th P.M.
Section 13: NE/4
containing 160 acres, more or less

Before Payout: One percent of 80% (being a 0.80% of 8/8ths overriding royalty interest).

After Payout: One percent of 48% (being a 0.48% of 8/8ths overriding royalty interest).

II. Insofar as said Subject Lease and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

276048

RECORDED Oct. 29 1999 11:08 AM
IN BOOK 112 OR6 PAGE 423
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

2

Township 28 North, Range 109 West, 6th P.M.
Section 13: W/2, SE/4
containing 480 acres, more or less

One percent of 48% (being a 0.48% of 8/8ths overriding royalty interest)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the Subject Lease as described on Exhibit "A", which exhibit is hereby incorporated herein; provided, however, that the overriding royalty interests assigned herein are limited to depths from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of a depth of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming. The term "Payout" as and herein shall refer to Payout of the Yellow Point 1-13 Well located in the NE/4NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. as determined under the SOCO Farmout Agreement.

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the Subject Lease, the Operating Agreement, 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 interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the Subject Lease and Lands; provided, however, that each of the Assignees shall bear and pay its proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the Subject Lease and Lands as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

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

ATTEST:

Name: Dianne E. Greene
Title: Asst.Secretary/Treasurer
Date: 10/5/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By: _____
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/5/99

ATTEST:

Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
Date: 10/21/99

[redacted] [redacted] [redacted]

ATTEST

Name: Neil A McMurry
Title: Sec / Treas
Date: October 27, 1999

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: Mick McMurry
MICK McMURRY, President
Date: October 27, 1999

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 5th day of October, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 16 2001

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

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 5th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

My Commission Expires 11/30/2002

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6 April 2003

Notary Public
Address: 1406 Cody Ave.
Casper, WY 82604

THOMAS R. BLEVINS- NOTARY PUBLIC
Natrona County Wyoming
My Commission Expires April 6, 2003

425 A

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING COUNTY OF SUBLETTE

Attached to and made a part of that certain Assignment of Overriding Royalty between
McMurry Oil Company, Nerd Enterprises, Inc., and Fort Collins Consolidated Royalties, Inc., as Assignors and John W. Martin and Edward M. Warner as Assignees

Lease Name Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-141883 originally WYW-130730	USA	McMurry Oil Company	12/1/93	T28 - R109 6th P.M. Sec 13: All	640.00	94 O&G	461

426 A

SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 408

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 8 56 AM
Sharon K. Irvin
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

112 1225 12 00

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

THE DEN ADEL TRUST DTD 5/22/89
STANLEY F. AND PEGGY J. DEN ADEL, TRUSTEES
17355 LASSEN STREET
NORTHRIDGE, CA 9132[illegible]

("PARTICIPANT").

275982

RECORDED Jan. 04 1999 10:45A M
IN BOOK 112 OLG PAGE 425
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

CONTINUED

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

428

BOOK 1413 PAGE 411

FILED
Lincoln County, OK
OCT 29 1999 8 58 AM
Sharon K. Funk
County Clerk
R. Thompsen, Deputy

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

11226 12-01

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

A. JOE DUDENHOEFFER
3607 WEST FIRST ST.
LAMPASAS, TX 76550-9616

("PARTICIPANT").

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

27598d

RECORDED Nov. 24 1999 10:45A M
CONTINUED 112 016 PAGE 428
FEES $ 0.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .013281250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .013281250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA. [redacted]

BOOK 1413 PAGE 414

FILED
Lincoln County, OK
OCT 29 1999 9:00 AM
Sharon K. Sink
County Clerk
R. Thompson, Deputy

11227 12

STATES OF ~~OKLAHOMA~~
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

CONVEYANCE
(LINCOLN FUND)

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

DYNX, INC.
6204 LOS ROBLES
MESQUITE, TX 75150

("PARTICIPANT").

275984

RECORDED Oct. 24 1999 10:45A M
IN BOOK 112 046 PAGE 431
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .006361983 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .006361983 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

434

BOOK 1413 PAGE 417

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9 02 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

11228 12/

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

FIRST ALBANY CORPORATION CUSTODIAN
FBO KENNETH D. CONNER, ACCOUNT #2380-2002
30 SOUTH PEARL STREET
ALBANY, NY 12201-0052

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 016 PAGE 434
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

275985

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

CONTINUED

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

[redacted]

BOOK 1413 PAGE 420

CONVEYANCE
(LINCOLN FUND)

[redacted]

FILED
Lincoln County, OK
OCT 2 9 1999 9 04 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11229 12

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

RICK GRUBBS
1900 WEST HOYT DRIVE
LONGVIEW, TX 75601

("PARTICIPANT").

RECORDED Nov. 04 1999 10:45A M
IN BOOK 112 OTG PAGE 437
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

275986

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .010250114 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .010250114 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

 CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

440

BOOK 1413 PAGE 423

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 29 1999 9:06 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

1123 230 12 ow

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

LUTHER C. HAMMOND & DOROTHY S. HAMMOND TRUST
LUTHER C. HAMMOND TRUSTEE
1018 S. W. 25TH PLACE
GAINESVILLE, FL 3260

("PARTICIPANT").

RECORDED Nov. 04 1999 10:45A M
IN BOOK 112 OAG PAGE 440
FEES $ Paid
SUBLETTE COUNTY CLERK
PINEDALE WYOMING
By Cathy Easton

27598⁷

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

CONTINUED

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK
[redacted] FICIAL
SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE [redacted]

CONVEYANCE
(LINCOLN FUND)

[redacted] FILED
Lincoln County, OK
OCT 2 9 1999 9 02 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

11231 12

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

MARTIN HEDLEY
706 COTTONWOOD BEND DRIVE
ALLEN, TX 75002

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45 M
IN BOOK 112 Oth PAGE 443
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

WHEREAS, 275988

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .03388073980 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .03388073980 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

446

BOOK 1413 PAGE 429

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9 10 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

1232 12-

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

LAWRENCE J. HELLER, JR
1005 COMMERCE LANE
ROCHELLE, VA 22738

("PARTICIPANT").

275989

RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 OIG PAGE 446
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .10625000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .10625000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK
[redacted] CIAL
SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 432

CONVEYANCE
(LINCOLN FUND)

[redacted]

FILED
Lincoln County, OK
OCT 2 9 1999 9 12 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

112 1233 12

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

RUTH R. ISENHART REVOCABLE LIVING TRUST (2/28/96)
430 FOXBRIAR LANE
SUGAR LAND, TX 7747[illegible]

("PARTICIPANT").

275990

RECORDED Nov. 24 1999 10:45 M
IN BOOK 112 OF 6 PAGE 449
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy [illegible]

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

449

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES,, INC., a Texas Corporation, on behalf of said corporation.

GWENDA B. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

452

BOOK 1413 PAGE 435

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9 14 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11234 12.00

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

KRING FAMILY TRUST
5448 THORNWOOD DRIVE,
SAN JOSE, CA 95123

("PARTICIPANT").

275991

#202 RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 OG PAGE 452
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted]UNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 [redacted] PAGE 438

CONVEYANCE
(LINCOLN FUND)

FILE [redacted]
Lincoln County, OK

OCT 2 9 1999 9 16 AM

Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

11235 R 21

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

RICH OLIVERI
803 VINECREST LANE
RICHARDSON, TX 7508

("PARTICIPANT").

27599

RECORDED Nov. 24 1999 10:45 AM
IN BOOK 112 O+G PAGE 455
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .005366075 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .005366075 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

458

BOOK 1413 PAGE 441

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9 18 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

11236 RE

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

JOHN PIERSON AND LORA PIERSON
4149 HARRY STREET
CORPUS CHRISTI, TX 78411

("PARTICIPANT").

275993

RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 016 PAGE 458
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Anton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK
[redacted] CIAL
SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 444

CONVEYANCE
(LINCOLN FUND)

[redacted]
FILED
Lincoln County, OK
OCT 2 9 1999 9 20 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11237 A 9

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

GEORGE PLAIN, M.D.
227 JEFFERSON BLVD., SUITE 834
SOUTH BEND, IN 46601-1830

("PARTICIPANT").

275994

RECORDED Nov. 24 1999 10:45A M
IN BOOK 162 OAG PAGE 461
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

464

BOOK 1413 PAGE 447

FILED
Lincoln County, OK
OCT 29 1999 9 22 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

NIGEL PRIOR
P. O. BOX 441145
HOUSTON, TX 77244

("PARTICIPANT").

275995

RECORDED Nov. 24 1999 10:45 M
IN BOOK 112 OIG PAGE 464
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 450

[redacted]

FILED
Lincoln County, OK
OCT 2 9 1999 9 24 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

112 01239 12 of

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA AND WYOMING

COUNTIES OF LINCOLN (OK) AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

ESTATE OF W. N. REES
5932 GLENDOWER
PLANO, TX 75093

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45 AM
IN BOOK 112 016 PAGE 467
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacra

WHEREAS, 275996

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .10625000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .10625000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

470

BOOK 1413 PAGE 453

FILED
Lincoln County, OK
OCT 2 9 1999 9 24 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

11240 A

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

SECURITY INDUSTRIES CORP.
9997 WINDZAG LANE
CINCINNATI, OH 4524[illegible]

("PARTICIPANT").

RECORDED Oct. 24 1999 10:45 AM
IN BOOK 112 046 PAGE 470
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

27599

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

BOOK 1413 PAGE 456

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9:28 AM
Sharon K. Sink
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

THOMAS E. SHOWS AND EDNA M. SHOWS
ROUTE 2, BOX 58
SEMINARY, MS 39479

("PARTICIPANT").

RECORDED Nov. 24 1999 10:45 AM
IN BOOK 112 O&G PAGE 473
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

275998

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .013281250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .013281250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

BOOK 1413 PAGE 459

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

11242 12a

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 29 1999 9:30 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

VIRGINIA A. SIRC
15667 MOUNTAIN ROAD
MONTPELIER, VA 23192

("PARTICIPANT").

275999

RECORDED Nov. 24 1999 10:15 AM
IN BOOK 1120+6 PAGE 476
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
B. Cathy Easton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

[redacted] COUNTY CLERK
[redacted] OFFICIAL
SEAL
LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE [redacted]

FILED [redacted]
Lincoln County, OK
OCT 29 1999 9 32 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11243

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

CHARLES W. STANLEY, JR.
3929 WAWICK LANE
DALLAS, TX 75220-5018

("PARTICIPANT").

276000

RECORDED Nov. 24 1999 10:45 M
IN BOOK 1206 PAGE 479
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .001782628 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .001782628 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

OFFICIAL SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 465

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 29 1999 9 34 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

1244

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

LAURI N. SULANDER REVOCABLE TRUST DATED 7/18/97
6854 WELLINGTON DRIVE
NAPLES, FL 34109
276001
("PARTICIPANT").

RECORDED Nov. 24 1999 10:45A M
IN BOOK 112 OIG PAGE 482
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sagler

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 [redacted] 68

FILED [redacted]
Lincoln County, OK
OCT 29 1999 9 36 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

12-a
11245

CONVEYANCE
(LINCOLN FUND)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

BENJAMIN J. SVOBODA
16902 HIGHWAY 3
WEBSTER, TX 77598

("PARTICIPANT").

RECORDED Nov. 04 1999 10:45 AM
IN BOOK 112 046 PAGE 485
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

27600

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. **[Well(s): PITA #1 AND PITA #2 WELLS]**;

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .02656250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .02656250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

488

BOOK 1413 PAGE 471

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK
OCT 2 9 1999 9 30 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11246 12 oc

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

ALFRED C. TERAN
4607 TIMBERGLEN, #152
DALLAS, TX 75287
276003

("PARTICIPANT").

RECORDED Nov. 24 1999 10:15 M
IN BOOK 112 046 PAGE 488
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .005347885 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .005347885 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

[redacted] COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

BOOK 1413 PAGE 474

[redacted]

FILED
Lincoln County, OK
OCT 29 1999 9 40 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

TUTHILL TRUST A
ATTN: RICHARD A. TUTHILL, TRUSTEE
4500 IMPERIAL AVENUE
SAN DIEGO, CA 92113

("PARTICIPANT").

276004

RECORDED Nov. 24 1999 10:45 AM
IN BOOK 112 046 PAGE 491
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorsa

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

112471 to 01

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

CONTINUED

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

FILED
Lincoln County, OK
OCT 29 1999 9 42 AM
Sharon K. Tuck
County Clerk
R. Thompson, Deputy

11248 12

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE"), and

J. C. WEST
2905 CASA DEL NORTE DRIVE, N. E.
ALBURQUERQUE, NM 87112

("PARTICIPANT").

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

276005

RECORDED IN BOOK 118 PAGE 1961 FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .0531250 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .0531250 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

BOOK 1413 PAGE 480

FILED
Lincoln County, OK
OCT 2 9 1999 9 44 AM
Sharon K. Funk
County Clerk
R. Thompson, Deputy

11249 12°°

CONVEYANCE
(LINCOLN FUND)

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE ("this conveyance") is dated to be effective as of SEPTEMBER 1, 1999, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("NOBLE") and

QUENTIN SCOTT NOBLE
5819 SANDSHELL COURT
DALLAS, TX 75252

("PARTICIPANT").

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY, OKLA.

WHEREAS,

(A) Reference is here made for all purposes to the following described instruments, each of which is dated to be effective as of the Effective Time:

276006

(1) Instrument entitled "Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 116, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

RECORDED IN BOOK 1413 ORG PAGE 479
FEES $ 10.00 DOC. TAX
LINCOLN COUNTY, OKLAHOMA
SUBLETTE COUNTY, WYOMING
COUNTY CLERK

(2) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 112, of the records of Lincoln County, Oklahoma, from GENE DUNCAN ("Duncan"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneficial interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(3) Instrument entitled " Assignment of Overriding Royalty Interest" recorded in Book 1405, Page 115, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY("Coy"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain overriding royalty interests in and to the leases, lands and wells located in S/2 NW/4 Sec. 1-15N-2E, containing 80 acres, MOL, less and except Railroad Right of Way, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

CONTINUED

(4) Instrument entitled "Mineral Deed" recorded in Book 1405, Page 113, of the records of Lincoln County, Oklahoma, from DEBORAH L. COY ("Coy"), as Grantor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Grantee, covering certain royalty interests in and to the leases, lands and wells located in S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Transfer of beneifical interest; no documentary stamps required, and more particularly described thereon. [Well(s): PITA #1 AND PITA #2 WELLS];

(5) Instrument entitled "Assignment, Bill of Sale and Conveyance" recorded in Book 112, Page 103, of the Oil and Gas Records of Sublette County, Wyoming, from CHESAPEAKE MID-CONTINENT CORP. ("CHESAPEAKE"), as Assignor, to NOBLE ROYALTIES, INC. ("NOBLE"), as Assignee, covering certain interests in and to the leases, lands and wells located in Section 11, Township 28 North, Range 115 West, and more particularly described on EXHIBIT "A" thereto. [Well(s): LAKE RIDGE UNIT];

which instruments are hereinafter referred to collectively as the "Assignments";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by all of the Assignments are hereinafter referred to collectively as the "Interests"; and

(C) NOBLE desires to sell, assign and convey to PARTICIPANT an undivided .005889669 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, NOBLE does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto PARTICIPANT an undivided .005889669 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignments, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between NOBLE and PARTICIPANT, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, NOBLE and PARTICIPANT do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY

CONTINUED

REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (c) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (e) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of October, 1999, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By_____
Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of October, 1999, by Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

_____
Notary Public in and for
the State of Texas

RETURN TO NOBLE ROYALTIES, INC., 13601 PRESTON ROAD, SUITE 1008W, DALLAS, TX 75240 AFTER RECORDING.

499

420 A

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 **Herak Enterprises, Inc.** whose address is 1325 West 1st Avenue Suite 306, Spokane Washington 99204-0613 ("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.~~ 10/25/99

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. 11/2/99

276047

RECORDED Nov. 29 1999 11:10A M
IN BOOK 112 O&G PAGE 420
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

15 10

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 12th day of October 1999.

ASSIGNOR

Herak Enterprises, Inc.

Donald H. Herak, President

ASSIGNEE

McMurry Oil Company

John W. Martin, President

STATE OF Washington)
)ss
COUNTY OF Spokane)

The foregoing instrument was acknowledged before me this 12th day of October, 1999, by Donald H. Herak, President of Herak Enterprises, Inc. Washington Corporation.

TERRY M. KELLY NOTARY PUBLIC STATE OF WASHINGTON Commission Expires AUG 1, 2001

Witness my hand and official seal.

Notary Public

My commission expires:
8-1-2001

STATE OF Colorado)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of October, 1999, by John Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Notary Public

My commission expires:
11-30-2002

My Commission Expires 11/30/2002

422 A

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale by and between Herak Enterprises, Inc., 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

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 **James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler** whose address is P.O. Box 479 Manchester, Tennessee 37349 ("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.

276101

RECORDED Dec. 1 IS 99 M
IN BOOK 112 OF 6 PAGE 500
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
2:40p
By Cathy Sanders

9.10.99

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 12th day of October, 1999.

ASSIGNOR

Estate of Vernon E. Rissler

James V. Rissler, Personal Representative

ASSIGNEE

McMurry Oil Company

John W. Martin, President

STATE OF Tennessee)
)ss
COUNTY OF Coffee)

The foregoing instrument was acknowledged before me this 28 day of October, 1999, by James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler

Witness my hand and official seal.

Notary Public

My commission expires:
09-14-2003

STATE OF Colorado)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of October, 1999, by John Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires:
11-30-2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale by and between James V. Rissler as Personal Representative of the Estate of Vernon E. Rissler, 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

503

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.
WY 04226

Lease Effective Date
(Anniversary Date)
January 1, 1951

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Riley L. Stottern or Barbara B. Stottern
Trustees FBOThe Stottern Family Trust U/A
463 W. Heritage Dr.
St. George, UT 84770

*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)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 113 West of the 6th P.M. Section 28: W ½ Sublette County, Wyoming	.140% ORRI	.140% ORRI			

276153 9:35 A

RECORDED December 7 19 99 M
IN BOOK 112 O & G PAGE 503
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Page

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

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

(Individual)

STATE OF UTAH
COUNTY OF Washington ss.

On the 17th day of November, A.D. 19 99, personally appeared before me Barbara B. Stottern, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
JOYCE W. CLARK
1240 E. 100 S. #7
ST. GEORGE, UT 84790
MY COMMISSION EXPIRES
SEPTEMBER 4, 2002
STATE OF UTAH

Joyce W. Clark
Notary Public residing at:

My Commission Expires:

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

I certify that the statements made herein by me are true, complete, and cor[redacted] best of my knowledge and belief and [illegible] made in good

Executed this _____ day of _____, 19 ____

Executed this 17th day of November, 1999

NOTARY PUBLIC
JOYCE W. CLARK
1240 E. 100 S. #7
ST. GEORGE, UT 84790
MY COMMISSION EXPIRES
SEPTEMBER 4, 2002
STATE OF UTAH

Name of Assignor as shown on current lease Barbara B. Stottern
Please type or print

Assignor Barbara B Stottern
Barbara B. Stottern

or

Attorney-in-fact _____
(Signature)

463 W. Heritage Dr.
(Assignor's Address)

St. George Utah 84770
(City) (State) (Zip Code)

Assignee Riley L. Stottern
Riley L. Stottern, Trustee

Barbara B. Stottern
Barbara B. Stottern, Trustee

Subscribed & sworn to before me this 17th day of November 1999
Joyce W. Clark

SIGN HERE

SIGN HERE

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

505

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
WY 04628

Lease Effective Date
(Anniversary Date)
February 1, 1951

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)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Riley L. Stottern or Barbara B. Stottern
Trustees FBOThe Stottern Family Trust U/A
463 W. Heritage Dr.
St. George, UT 84770

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 113 West of the 6th P.M. Section 8: E/2, NW/4 Section 17: E/2 Sublette County, Wyoming	.125% ORRI	.125% ORRI			

276154 9:35 A

RECORDED December 1 19 99 M
IN BOOK 112 O & G PAGE 505
FEES $ 8.00 M County Clerk
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pope

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE fo[illegible]es and addresses of additional assignees in Item No. 1, [illegible]eded, or for Land Description In Item No. 2, if needed.

(Individual)

STATE OF UTAH
COUNTY OF Washington ss.

On the 17th day of November, A.D. 19 99, personally appeared before me Barbara B. Stottern, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Joyce W. Clark
Notary Public residing at:

NOTARY PUBLIC
JOYCE W. CLARK
1240 E. 100 S. #7
ST. GEORGE, UT 84790
MY COMMISSION EXPIRES
SEPTEMBER 4, 2002
STATE OF UTAH

My Commission Expires:

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

NOTARY PUBLIC
JOYCE W. CLARK
1240 E. 100 S. #7
ST. GEORGE, UT 84790
MY COMMISSION EXPIRES
SEPTEMBER 4, 2002
STATE OF UTAH

Executed this _____ day of _____, 19 _____

Executed this 17th day of November, 19 99

Name of Assignor as shown on current lease Barbara B. Stottern
Please type or print

Assignor Barbara B Stottern
Barbara B. Stottern

Riley L. Stottern, Trustee

or

Attorney-in-fact _____
(Signature)

Barbara B Stottern
Barbara B. Stottern, Trustee

Subscribed & sworn to before me this 17th day of November 1999

Joyce W. Clark

463 W. Heritage Dr.
(Assignor's Address)

St. George	Utah	84770
(City)	(State)	(Zip Code)

SIGN HERE

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

507

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-128718

Lease Effective Date
(Anniversary Date)
July 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Barrett Resources Corporation
1125 17th Street, Suite 2400
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 30 North-Range 114 West, 6th P.M. Section 31: E½NE¼, NE¼SE¼ Containing 120.00 acres, m/l Sublette County, WY	100%	100%	-0-	-0-	3% of 8/8ths

9:50 A
RECORDED October 1 1999 M
IN BOOK 112 O-L PAGE 507
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

276155

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.

[redacted] [redacted] [redacted]

art 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 2

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 2 day of Jan, 19 95

Name of Assignor as shown on current lease Baseline Minerals
(Please type or print)

Assignor [signature]
(Signature)

or

Attorney-in-fact _____
(Signature)

1645 Court Place #422
(Assignor's Address)

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

Executed this 2 day of Jan, 19 95

BARRETT RESOURCES CORPORATION

Assignee _____
(Signature)

or

Attorney-in-fact [signature]
JOSEPH P. BARRETT

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

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

*U.S. GPO: 1992-774-017/87022

STATE OF COLORADO

ss

CITY AND COUNTY OF DENVER

On this 2 day of Jan, 1995, before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph W. Thames to me personally known, who, being duly sworn, did say that he is the President of Baseline Minerals, Inc. and that the said instrument was signed and sealed on behalf of said corporation and said Joseph W. Thames acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2 day of Jan, 1995.

Notary Public

2-11-97
My Commission expires

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned, Dual Resources, Inc. of 475 17th Street, Suite 980, Denver, Colorado 80202, hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty unto:

Assignees	Overriding Royalty
Mark S. Wallace 475 17th Street, Suite 980 Denver, Colorado 80202	.583345% of 8/8ths
John R. Wallace 1560 Broadway, Suite 1900 Denver, Colorado 80202	.583345% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL (100%) OF IT'S INTEREST AS TO THE LEASES SET OUT IN EXHIBIT A IN THE FOLLOWING PERCENTAGES:

MARK S. WALLACE	**50% of 8/8THS**
JOHN R. WALLACE	**50% of 8/8THS**

of all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said lease. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

IN WITNESS WHEREOF, This instrument is executed this 1st day of December, 1999, without warranties, either express or implied.

DUAL RESOURCES, INC.

BY: Mark S. Wallace
Mark S. Wallace
President

DUAL RESOURCES, INC.

BY: John R. Wallace
John R. Wallace
Vice President

2761177

RECORDED Dec. 7 1999 3:45 PM
IN BOOK 112 OAG PAGE 510
FEES $10.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 1st day of December, 1999, before me personally appeared Mark S. Wallace and John R. Wallace to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of Dual Resources, Inc., a Colorado corporation and said Officers acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and seal this 1st day of December, 1999.

My commission expires: _____

JAMES D. BROWNLEE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 09/18/2002

Notary Public
Residing at: _____

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment of Overriding Royalty dated December 1, 1999, by and between Dual Resources, Inc. and Mark S. Wallace/John R. Wallace

EXHIBIT A
SUBLETTE COUNTY, WYOMING

LESSOR: United States of America WYW 135123
LEASE DATE: 2/01/95
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 32 North, Range 109 West, 6th P.M.
Section 4: Lots 5, 6, 7, 11, 12, 13 & 14
Section 5: Lots 1
Section 10: W2/NE4, W2, SE4
Section 14: W2/NW4, SE4/NW4, SW4, W2/SE4, SE4/SE4
Section 15: E2
Section 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12
Section 19: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned, Dual Resources, Inc. of 475 17th Street, Suite 980, Denver, Colorado 80202, hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty unto:

Assignees	Overriding Royalty
Mark S. Wallace 475 17th Street, Suite 980 Denver, Colorado 80202	.166665% of 8/8ths
John R. Wallace 1560 Broadway, Suite 1900 Denver, Colorado 80202	.166665% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL (100%) OF IT'S INTEREST AS TO THE LEASES SET OUT IN EXHIBIT A IN THE FOLLOWING PERCENTAGES:

MARK S. WALLACE	**50% of 8/8THS**
JOHN R. WALLACE	**50% of 8/8THS**

of all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said lease. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

IN WITNESS WHEREOF, This instrument is executed this 1st day of December, 1999, without warranties, either express or implied.

DUAL RESOURCES, INC.

BY: Mark S. Wallace
Mark S. Wallace
President

DUAL RESOURCES, INC.

BY: John R. Wallace
John R. Wallace
Vice President

276178

RECORDED Dec. 7 1999 3:15P M
IN BOOK 112 046 PAGE 513
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 1st day of December, 1999, before me personally appeared Mark S. Wallace and John R. Wallace to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of Dual Resources, Inc., a Colorado corporation and said Officers acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and seal this 1st day of December, 1999.

My commission expires: _____

Notary Public
Residing at: _____

JAMES D. BROWN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 09/16/2002

514

Attached to and made a part of that certain Assignment of Overriding Royalty dated December 1, 1999, by and between Dual Resources, Inc. and Mark S. Wallace/John R. Wallace

EXHIBIT A
SUBLETTE COUNTY, WYOMING

LESSOR: State of Wyoming 94-00293
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 16: All

LESSOR: State of Wyoming 94-00294
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 36: NW4/NE4, S2/NE4, NW4, S2

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned, Dual Resources, Inc. of 475 17th Street, Suite 980, Denver, Colorado 80202, hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty unto:

Assignees	Overriding Royalty
Mark S. Wallace 475 17th Street, Suite 980 Denver, Colorado 80202	1.125% of 8/8ths
John R. Wallace 1560 Broadway, Suite 1900 Denver, Colorado 80202	1.125% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL (100%) OF IT'S INTEREST AS TO THE LEASES SET OUT IN EXHIBIT A IN THE FOLLOWING PERCENTAGES:

MARK S. WALLACE	**50% of 8/8THS**
JOHN R. WALLACE	**50% of 8/8THS**

of all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said lease. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

IN WITNESS WHEREOF, This instrument is executed this 1st day of December, 1999, without warranties, either express or implied.

DUAL RESOURCES, INC.

BY: Mark S. Wallace
Mark S. Wallace
President

DUAL RESOURCES, INC.

BY: John R. Wallace
John R. Wallace
Vice President

276179

RECORDED Dec. 7 1999 3:45 PM
IN BOOK 112 046 PAGE 516
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 1st day of December, 1999, before me personally appeared Mark S. Wallace and John R. Wallace to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of Dual Resources, Inc., a Colorado corporation and said Officers acknowledged said instrument to be the free act and deed of said corporation. WITNESS my hand and seal this 1st day of December, 1999.

My commission expires: _____

JAMES D. BROWNLEE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 09/16/2002

_____
Notary Public
Residing at: _____

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment of Overriding Royalty
dated December 1, 1999, by and between Dual Resources, Inc.
and Mark S. Wallace/John R. Wallace

EXHIBIT A

SUBLETTE COUNTY, WYOMING

LESSOR: The Shriver Family Revocable Trust
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 408
DESCRIPTION:

Township 34 North, Range 109 West of the 6th P.M.
Section 28: NW4/NW4, S2/NW4, NE4/SW4
Section 29: SW4/NW4, SW4

EXCEPTING THEREFROM those parcels or the applicable portion of those parcels conveyed as follows:
Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife by instrument recorded in Book 12 of Deeds, page 439;
Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick, husband and wife by instrument recorded in Book 13 of Deeds, Page 519;
Kenneth K. Rowe and Elmira A. Rowe, husband and wife by instrument recorded in Book 12 of Deeds, Page 553;
Charles O. Fuller and Alice Ray Fuller, husband and wife by instrument recorded in Book 13 of Deeds, Page 83;
Rulon G. McRae and Nancy D. McRae, husband and wife by instrument recorded in Book 13 of Deeds, Page 445;

Section 30: Lot 1 (38.63), SE4/NE4, and the South 18 acres of the NE4/NE4
Section 32: NW4/NW4

AND that portion of the NE/4 of Section 31 and the SW/4SE/4 of Section 30, Township 34 North, Range 109 West of the 6th P.M., more particularly described as follows:

Beginning at the corner common to Sections 29, 30, 31 and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the east boundary line of Section 31 a distance of 1,580 feet, more or less, to a fence corner; thence proceeding along the fence N. 38° 16' W., 344 feet; thence N. 20° 15' W., 447 feet; thence N. 72° 42' W., 501 feet; thence S. 73° 55' W., 297 feet; thence N. 23° 35' W., 506 feet; thence N. 44° 03' W., 297 feet; thence N. 12° 00' W., 708 feet: thence N. 22° 04' W., 852 feet, more or less, to the north line of the SW4/SE4 of Section 30, T. 34 N.,R. 109 W.; thence proceeding easterly along said north line of the SW4/SE4 of Section 30 a distance of 686 feet, more or less, to the northeast corner of the SW4/SE4 Section 30; thence proceeding southerly along the east line of the SW4/SE4 a distance of 1,320 feet, more or less, to the southeast corner of the SW4/SE4 of Section 30; thence proceeding easterly along the north line of the NE/4 of Section 31, T. 34 N., R. 109 W., a distance of 1,320 feet, more or less, to the point of beginning;

Township 34 North, Range 110 West of the 6th P.M.
Section 24: SE4
Section 25: NW4/NE4

LESSOR: Steele Ranches Partnership
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 404
DESCRIPTION:

Township 34 North, Range 109 West, 6th P.M.
Section 30: Lots 2 and 3, SW4/NE/4, SE4/NW4
Township 34 North, Range 110 West, 6th P.M.
Section 25: NE4/NE4, S2/NE4, SE4/NW4, SW4, W2/SE4, NE4/SE4

519

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned, Dual Resources, Inc. of 475 17th Street, Suite 980, Denver, Colorado 80202, hereinafter called "Assignor" for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby sell, deliver, assign and convey an overriding royalty unto:

Assignees	Overriding Royalty
Mark S. Wallace 475 17th Street, Suite 980 Denver, Colorado 80202	.45% of 8/8ths
John R. Wallace 1560 Broadway, Suite 1900 Denver, Colorado 80202	.45% of 8/8ths

IT IS THE INTENT OF THE ASSIGNOR HEREIN TO CONVEY ALL (100%) OF IT'S INTEREST AS TO THE LEASES SET OUT IN EXHIBIT A IN THE FOLLOWING PERCENTAGES:

MARK S. WALLACE	**50% of 8/8THS**
JOHN R. WALLACE	**50% of 8/8THS**

of all the oil, gas and other hydrocarbons produced, saved and marketed from said land under the terms of said lease. Said Oil and Gas Leases more fully described on the attached Exhibit A, attached hereto and by this reference made a part hereof.

This Overriding Royalty Interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or other payments out of production and shall be delivered free of cost into the pipeline or tanks at which said well or wells may be connected.

The Overriding Royalty Interest hereby assigned shall bear its proportionate share of all severance, production, and/or ad valorem taxes now or hereafter affecting the same.

If the Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, the overriding royalty interest herein conveyed by the Assignor, with respect to that certain tract or tracts, shall be proportionately reduced.

IN WITNESS WHEREOF, This instrument is executed this 1st day of December, 1999, without warranties, either express or implied.

DUAL RESOURCES, INC.

BY: _____
Mark S. Wallace
President

DUAL RESOURCES, INC.

BY: _____
John R. Wallace
Vice President

276180

RECORDED Dec. 7 1999 3:45P M
IN BOOK 112 O+G PAGE 519
FEES $16.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 1st day of December, 1999, before me personally appeared Mark S. Wallace and John R. Wallace to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of Dual Resources, Inc., a Colorado corporation and said Officers acknowledged said instrument to be the free act [illegible] said corporation. WITNESS my hand and seal this 1st day of December, 1999.

My commission expires: _____

_____
Notary Public
Residing at: _____

JAMES D. BROWN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 08/16/2002

Attached to and made a part of that certain Assignment of Overriding Royalty dated December 1· 1999, by and between Dual Resources, Inc. and Mark S. Wallace/John R. Wallace

EXHIBIT A

SUBLETTE COUNTY, WYOMING

LESSOR: Paul C. and Bette Ann Hagenstein
LEASE DATE: 10/3/94
RECORDING BOOK/PAGE: Book 100, Page 576
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

LESSOR: David D. Maytag and Betty A. Maytag
LEASE DATE: 1/23/95
RECORDING BOOK/PAGE: Book 101, Page 187
DESCRIPTION:

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M.

That part of the SW4 of Section 10 and the NW4 of Section 15 lying and being situated southerly and easterly the following described line:

Beginning at the southeast corner of the SW4 of Section 10; thence N.67°05.1'W., 894.53 feet, to a point; thence N.86°25.2'W., 296.74 feet, to a point; thence S.03°23.4'W., 754.04 feet, to a point; thence continuing S.03°23.4'W., 225.77 feet, to a point; thence S.28°50.0'E., 676.50 feet, to a point; thence S.25°32.3'E., 257.64 feet, to a point; thence S.58°56.4'E., 84.72 feet, to a point; thence S.51°46.0'E., 215.47 feet, to a point; thence S.27°48.8'E., 298.12 feet, to a point; thence S.02°27.4'W., 464.00 feet, to a point; thence S.39°02.5'E., 363.04 feet, to a point near the left bank of the New Fork River; thence S.03°18.2'E., 37.26 feet, to a point on the south line of the N2 of Section 15.

Section 15: W2/E2 less and except the following described tract:

Beginning at a point which is the E/16 corner of said Section 15 from which the Northeast corner of said Section 15 bears N. 89° 40' 02" E., a distance of 1338.77 feet; thence from said point of beginning S. 00° 13' 03" E., along the East boundary of said NW/4NE/4, a distance of 619.81 feet to a point of intersection of said East boundary and the East right-of way line of Wyoming State Highway 191; thence N. 02° 33' 10" W., along said East right-of-way line of Highway 191, a distance of 620.27 feet to a point of intersection of said East right-of-way line and the North boundary line of said NW/4NE/4, thence N. 89° 40' 02" E., along said North boundary, a distance of 25.27 feet to the point of beginning.

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment of Overriding Royalty
dated December 1, 1999, by and between Dual Resources, Inc.
and Mark S. Wallace/John R. Wallace

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 587
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 26: SW4
Section 35: N2/NW4, NE4, SE4/NW4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 593
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 22: S2

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 595
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 15: SW4
Section 22: NW4
Section 21: E2/NE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 579
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 27: NE4, E2/NW4, NW4/NW4, N2/SE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 591
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 25: SW4, W2/SE4
Section 26: E2/SE4, SW4/SE4 EXCEPT the following tracts:

That part of the NW4/SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principle Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres

A tract of land located in Sublette County, State of Wyoming, in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:
Beginning at a point which is South 86°18'46" East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89°04'45" East, a distance of 1084.58 feet; thence South 57°20'00" East, a distance of 1273.81 feet; thence South 32°40'00" West, a distance of 600 feet; thence North 57°20'00" West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of November, 19 99, by and between

Eugene H. Siems and Shona L. Siems, husband and wife
P. O. Box 83, Daniel, WY 83115

whose post office address is _____ hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, 3rd Floor, Denver, CO 80218 hereinafter called Lessee:

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

Township 35 North, Range 113 West, 6th PM
Section 13: NE¼, NE¼SW¼, N½SE¼, E½NW¼

276204

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FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scatton

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 360.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this ~~date~~ November 20, 1999 and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the Bank of Jackson Hole Bank at Jackson, WY 83001 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Seven Hundred, Twenty ($720.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

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

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

7. When requested by Lessor, Lessee shall bury Lessee_s pipeline below plow depth.

8. No well shall be drilled nearer than 1320 feet to the house or barn now on said premises without written consent of Lessor.

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

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

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

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

[redacted] [redacted] [redacted]

royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor_s consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Eugene H. Siems

Eugene H. Siems, husband

SS# 520-62-3256

Shona L. Siems

Shona L. Siems, wife

SS# 529-92-4191

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

ACKNOWLEDGMENT_INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of November, 1999 personally appeared Eugene H. Siems and Shona L. Siems, husband and wife

and

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

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

My Commission Expires April 7, 2000

Notary Public

Address: Box 250 Pinedale, Wyoming 82941

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_INDIVIDUAL

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

and _____

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

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

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_CORPORATE

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

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

My Commission Expires _____

Notary Public

Address: _____

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of November, 19 99, by and between

Homey Dale Siems, aka Homey D. Siems, and Angela Siems, husband and wife
621 Burma Road
Riverton, WY 82501
whose post office address is _____ hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, Suite 300, Denver, CO 80218 hereinafter called Lessee:

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

Township 35 North, Range 113 West, 6th PM
Section 11: S½SE¼
Section 12: SW¼SW¼
Section 13: W½NW¼
Section 14: E½NE¼, NW¼NE¼

276205

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FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE-WYOMING
By Cathy Parker

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 320.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date (November 20, 1999) and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the First Interstate Bank Bank at P. O. Box 233, Riverton, WY 82501 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six Hundred-Forty and no/100s ($640.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

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

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

7. When requested by Lessor, Lessee shall bury Lessee_s pipeline below plow depth.

8. No well shall be drilled nearer than 1320 feet to the house or barn now on said premises without written consent of Lessor.

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

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

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

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

royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor_s consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Homey Dale Siems

Homey Dale Siems, aka Homey D. Siems
husband
SS#: 520 58 1736

Angela Siems

Angela Siems, wife
SS#: 587-84-2605

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

ACKNOWLEDGMENT_INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15 day of November, 1999 personally appeared Homey Dale Siems, aka Homey D. Siems, and Angela Siems, husband and wife

and

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

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

My Commission Expires

PHYLLIS L. BAKER - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires August 14, 2002

Phyllis L Baker
Notary Public

Address: Riverton, Wy 82501

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_INDIVIDUAL

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

and

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

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

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_CORPORATE

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

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

My Commission Expires _____

Notary Public

Address: _____

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 19th day of November, 1999, by and between Julie Ann Bain, aka Julie A. Bain, a single woman Box 150, Daniel, WY 83115

whose post office address is _____ hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, 3rd Floor, Denver, CO 80218 hereinafter called Lessee:

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

Township 35 North, Range 112 West, 6th PM
Section 7: SE¼NE¼
Section 8: SW¼NE¼, N½S½, SE¼SE¼
Section 9: W½SW¼, SE¼SW¼
Township 35 North, Range 113 West, 6th PM
Section 8: SE¼SW¼
Section 17: NE¼, N½NW¼, SW¼NW¼, E½SW¼, NW¼SE¼, S½SE¼

T35N-R113W (continued)
Section 20: N½NE¼, NE¼NW¼

276206

RECEIVED Dec. 8 1999 1:20 PM
IN BOOK 112016 PAGE 527
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sauter

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 1,040.00 acres, more or less.

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

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the Bank of Pinedale Bank at P. O. Box 1510, Pinedale, WY 82941 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Thousand, Eighty ($2,080.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

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

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

7. When requested by Lessor, Lessee shall bury Lessee_s pipeline below plow depth.

8. No well shall be drilled nearer than 1320 feet to the house or barn now on said premises without written consent of Lessor.

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

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

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

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

[redacted] [redacted] [redacted]

royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor_s consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Julie Ann Bain

Julie Ann Bain, aka Julie A. Bain, a single woman

520-88-5760

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

ACKNOWLEDGMENT_INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29TH day of November, 1999 personally appeared Julie Ann Bain, aka Julie A. Bain, a single woman

and [redacted]

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

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

My Commission Expires 5/17/02

Notary Public

Address: Pinedale, Wyoming

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_INDIVIDUAL

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

and _____

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

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

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT_CORPORATE

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

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

My Commission Expires _____

Notary Public

Address: _____

529

99EBCO.ABS (9/17/99)

Mail Tax Notices and Return
Recorded Original to Assignee at:
PRIDE ENERGY COMPANY
AN OKLAHOMA GENERAL PARTNERSHIP
P.O. BOX 701602, TULSA, OK 74170-1602

276256

Bird Canyon
RECORDED Dec. 10 1999 10:40A M
IN BOOK 112 Of 6 PAGE 529
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scates

QUITCLAIM ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This Quitclaim Assignment and Bill of Sale ("Assignment") dated as of October 8, 1999 (the "Closing Date") but effective as of 7:00 a.m., local time, where the Properties are located on November 1, 1999 (the "Effective Date") is from MARATHON OIL COMPANY, an Ohio corporation ("Assignor") whose mailing address is 1501 Stampede Avenue, Cody, Wyoming 82414, to Pride Energy Company, An Oklahoma G.P. a[n] ("Assignee") whose mailing address is (include street address) P.O. Box 701602, Tulsa, OK 74170-1602.

Article I

For One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and **QUITCLAIM** unto Assignee, its heirs, successors and assigns forever, without warranty or covenant of title, express or implied, but subject to the limitations, conditions, reservations, agreements and exceptions set forth in this Assignment and in Exhibit A attached hereto, and subject to the terms of any applicable instruments of record in the County or Counties where the Properties are located, all of Assignor's right, title and interest in and to the following real and personal property (the "Properties").

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

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

3. All personal property, wells, facilities, fixtures, and equipment situated upon and used solely in connection with the Leases for any operations of any kind or character including, but not limited,

148/59.00

to operations for the production, treating, storing, transporting, or marketing of oil, gas and other hydrocarbons from the Leases.

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

5. Copies of land, title and division of interest files, contract files, engineering and well files in the possession of Assignor and relating to the Properties (the "Documents"). Assignee agrees that after the Closing Date the Documents shall be open for inspection by representatives of Assignor at reasonable times and upon reasonable notice during regular business hours for a period as long as any lease assigned is in effect following the Effective Date (or for such longer period as may be required by law or governmental regulation), and that Assignor may during such period at its expense make such copies thereof as it may reasonably request. Without limiting the generality of the foregoing, for a period as long as any lease assigned is in effect after the Effective Date (or for such longer period as may be required by law or governmental regulation), Assignee shall not destroy or give up possession of any original or final copy of the Documents without first offering Assignor the opportunity at Assignor's expense, to obtain such original or final copy or a copy thereof. After the conclusion of such period, Assignee shall offer to deliver to Assignor, at Assignor's expense, the Documents prior to giving up possession or destroying the same.

EXCEPTING AND RESERVING UNTO ASSIGNOR all of its right, title and interest in all contracts (i) insofar as they pertain to any interest retained by Assignor and (ii) as to all rights and claims arising prior to the Effective Date save and except gas balancing rights and obligations more particularly addressed in Article VII, below; and any insurance contracts and any contracts with parent, subsidiary or affiliate corporations of Assignor, if any, other than contracts specifically set forth in Exhibit A; and any personal property, wells, fixtures or equipment used in Assignor's operation of any leases and mineral interests not assigned herein. Assignor further reserves and does not convey the right to recover any royalty overpayments for production prior to the Effective Date, vehicles, trucks (including associated tools), equipment and/or material temporarily located on the Properties, any equipment, pipelines, fixtures or interests in land owned by any third party purchaser and/or transporter of oil and/or gas, including any subsidiary company of Assignor.

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

Article II

Assignee by acceptance of this Assignment assumes responsibility for and agrees to plug and abandon each and every well located on the Properties excluding only the wells reserved by Assignor under Article I.3., and to restore the surface of the Properties in accordance with applicable governmental rules, regulations, laws and orders, and as may be required under any lease, contract or other agreement affecting the Properties (whether or not the plugging or restoration obligation arises prior to or after the Effective Date). If there is any bond required by any law, rule, or regulation, then Assignee shall secure its own

bond in the required amount, and within ten (10) days after the Closing Date supply it to the regulatory body requiring such bond, to the end that Assignor's bond shall be promptly released and discharged. In the event Assignee fails to do any of the foregoing, Assignee agrees to release, indemnify, defend and hold harmless Assignor, its officers, directors, employees, and parent, subsidiary and affiliated corporations for all liability for such failure.

Assignee hereby expressly assumes and agrees to be bound by and to perform all of the duties and obligations (express or implied) relating to the Properties, which shall include but not be limited to, the filing of all reports of operations and production, and the royalty payor responsibility on all Federal, Indian, State and private leases, accruing after the Effective Date of this Assignment under any contract, unit or operating agreement, or any other agreement affecting the Properties. Assignee shall file a Payor Information Form and establish itself as payor on all Federal and Indian leases covering the Properties on or before the Effective Date, or within fifteen (15) days of the Closing Date, whichever is later. Assignee further expressly assumes and agrees to be bound by and to perform all of the royalty payor duties arising and accruing prior to the Effective Date of this Assignment to the extent of the suspense funds identified and credited to Assignee at post-closing pursuant to Article VI.

Assignee agrees to release, protect, defend, indemnify, and hold forever Assignor its officers, directors, employees, and parent, subsidiary and affiliated corporations harmless from all claims, suits, causes of action, demands, liabilities, judgments, fines, penalties, expenses (including, but not limited to court costs and attorneys' fees), damages and losses of any nature (collectively and individually the "Claims"), whether existing on or after the Effective Date, relating to or arising from the ownership or operation of the Properties from and after the Effective Date including (i) Claims arising from any duties and obligations assumed under this Assignment, including the filing of all reports of operations and production, and royalty payor responsibility on all Federal, Indian, State and private leases, (ii) Claims arising under any contracts or agreements affecting the Properties, (iii) Claims arising from any accounting errors, and (iv) Claims arising from or alleged to arise from Assignor's negligence.

As to any specific Property requiring concurrence or approval of assignment by a third party, such concurrence or approval shall be obtained by Assignee at its sole cost.

Article III

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

Article IV

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

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

Article V

Assignee represents and knows and understands that the Properties have been utilized by Assignor and others for the purposes of exploration, development and production of oil and gas. Assignee acknowledges that wastes and products, including, but not limited to, crude oil, natural gas, natural gas liquids, produced water, and wastes associated with oil and gas production and exploration operations, may have been spilled, released or disposed of on-site of the Properties by placement in pits, burial, land farming, NPDES discharges, land spreading and underground disposal and injection, into, onto and under the Properties. Assignee acknowledges that some oil field production equipment located on the Properties may contain asbestos or naturally occurring radioactive material ("NORM"). Assignee acknowledges that portions of the Properties may contain mercury and polychlorinated biphenyls (PCBs) and that a landfill may by located on or appurtenant to the Properties. Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale or in other forms, and that wells,

materials and equipment located on the Properties may contain NORM and that NORM-containing materials may be buried or have been otherwise disposed of on the Properties. Assignee expressly acknowledges and understands that special procedures are required for the removal and disposal of mercury, asbestos, PCBs and NORM from the equipment and properties where it may be found. Assignee expressly acknowledges and understands that special procedures are required for the maintenance and closure of landfills. Assignee assumes all liability for the performance of the removal and disposal activities, for mercury, asbestos, NORM and all other wastes and other material present on or under the Properties and Assignee hereby releases Assignor, its parent and subsidiary corporations, and their officers, directors, employees and servants from any liability with respect thereto.

Assignee, its successors and assigns, hereby further agrees to indemnify, defend, release and hold harmless Assignor, its officers, directors, employees, and parent, subsidiary and affiliated corporations from and against all claims, suits, causes of action, demands, liabilities, judgments, fines, penalties, expenses (including court costs and attorneys' fees), damages and losses of any nature including, but not limited to any costs of clean-up or plugging liabilities, abandonment costs and environmental problems (collectively and individually the "Claims"), whether existing on or after the Effective Date brought by any and all persons on account of any personal injury or death or damage, destruction, or loss of property, contamination of natural resource (including soil, surface water, or ground water) resulting from or arising out of any condition of or condition on the Properties, whether or not the condition existed before the Effective Date, including, but not limited to, the presence, disposal or release of any material of any kind in, on or under the Properties, without regard to Assignor's (i) negligence, whether such negligence is active or passive, joint, sole or concurrent, or (ii) strict liability. This indemnification shall be in addition to any other indemnity provisions contained in this instrument, and it is expressly understood and agreed that any terms of this Article V shall control over any conflicting or contradicting terms or provisions contained elsewhere in this Assignment.

The preceding indemnification and agreement to hold harmless shall apply to liability for voluntary environmental response actions undertaken pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or liability under any other federal, state or local law including the Resource Conservation and Recovery Act ("RCRA"). The parties agree that the indemnity provisions of this Article V above shall apply regardless of whether Assignor, its officers, directors, employees, parent, affiliates and subsidiary corporations, and its predecessors in title to the Properties were wholly or partially, or actively or passively negligent, or contributed to negligence, or otherwise at fault, and whether or not the claim, damage, loss or liability is based on a theory of negligence, negligence per se, strict liability, willful misconduct, products liability, premises liability or other theory of liability.

Article VI

Oil remaining in the tanks above the pipeline connection on the Effective Date shall be the property of Assignor. All gas produced and saved up to the Effective Date shall belong to Assignor. All gas produced and saved after the Effective Date shall belong to Assignee. Assignee agrees to indemnify, defend and hold Assignor harmless from any and all claims relating to the Properties for cash or in-kind

gas balancing, regardless of the period of time, price, formation or vintage for which they are asserted. Any rights of Assignor to receive such cash or in-kind balancing are hereby assigned to Assignee.

Within ninety (90) days after the Closing Date, Assignor shall forward a post-closing settlement statement to Assignee to account for any production proceeds, less all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Properties from and after the Effective Date. The statement shall be prepared in accordance with standard accounting practices and with reasonable supporting documentation for the entries. Unless protested by Assignee within twenty (20) days of receipt of the statement, the party owing the amount due under the statement shall promptly pay such amount. If Assignee protests the amount due, the parties agree to negotiate in good faith to attempt to reach an agreement regarding the amount actually due, and whether or not such an agreement is reached, the parties agree that the party owing the actual amount due must pay it within a reasonable period of time.
If after the post-closing settlement, either Assignor or Assignee receives any monies on invoices for adjusted billings that are due to or from the other party, the recipient shall promptly furnish same to the other party. Nothing in the post-closing statement shall operate to alter the ultimate responsibility for the bearing or paying of expenses or taxes.

Article VII

A. Property Taxes. Assignor shall be liable for all ad valorem taxes, real property taxes, personal property taxes, and similar obligations ("Property Taxes") relating to the ownership of and production from the Properties up to, but excluding the Effective Date, and Assignee shall be liable for all Property Taxes relating to the ownership of and production from the Properties on and after the Effective Date. Accordingly, Property Taxes relating to the ownership of and production from the Properties during the year in which the Effective Date occurs shall be apportioned by Assignor and Assignee based on a fraction, the numerator of which shall be the number of days the Properties are owned by the Assignor up to but exclusive of the Effective Date, and the denominator of which shall be 365 days. Assignor and Assignee agree to adjust the consideration paid on the Closing Date by the amount of Assignor's share of the estimated Property Taxes in accordance with the above-stated formula, with the balance of the Property Taxes being the responsibility of Assignee.

Once the actual amount of Property Taxes is known as evidenced by a statement from the taxing authority, a payment by or a refund to the Assignor shall be made. If the tax statement is received by Assignor, it will promptly forward the statement to Assignee along with any necessary payment or request for refund. If the tax statement is received by Assignee, it shall forward Assignor a copy of the statement within thirty (30) days of its receipt of the statement. Any additional payment by the Assignor or refund from Assignee to Assignor shall be made within sixty (60) days after Assignee's receipt of the tax statement.

B. Severance and Other Taxes. All taxes (other than income taxes) which are imposed on or with respect to the production of oil and gas, or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production and excise tax) shall be apportioned between the parties based upon the production owned by Assignor prior to the Effective Date and owned by

Assignee on and after the Effective Date. All such taxes which accrued prior to the Effective Date have been or will be properly paid or withheld by Assignor and all statements, returns, and documents pertinent thereto have been or will be properly filed on behalf of Assignor. Payment or withholding of all such taxes which accrue on or after the Effective Date and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

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

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

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

Article VIII

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

Article IX

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

QUITCLAIM ASSIGNMENT AND
BILL OF SALE
99EBCO.ABS

Article X

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

Article XI

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

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

"ASSIGNOR"
MARATHON OIL COMPANY

APPROVED AS TO FORM
TGT
9-17-99

By S. P. Guidry
Name S. P. Guidry
Title Engineering Manager
Rocky Mountain Region

THIS ASSIGNMENT IS AGREED TO AND ACCEPTED BY:

"ASSIGNEE"

PRIDE ENERGY COMPANY, AN OKLAHOMA GENERAL PARTNERSHIP
TAX ID: 73-1420240

x _____
By: Pride Energy Co., Inc.
Title: General Partner John W.
By: ~~Matthew L.~~ Pride
Title: President
Vice-
P.O. Box 701602
Tulsa, OK 74170-1602

QUITCLAIM ASSIGNMENT AND
BILL OF SALE
99EBCO.ABS

STATE OF WYOMING :
: ss:
COUNTY OF PARK :

The foregoing instrument was acknowledged before me this 8th day of October, 1999 by S. P. Guidry, who acknowledged himself to be the Engineering Manager-RMR of Marathon Oil Company, an Ohio corporation, on behalf of such corporation.

Witness my hand and official seal.

(Seal) Charlotte K. Jones, Notary Public, County of Park, State of Wyoming, Commission Expires: Feb. 7, 2001

Charlotte K. Jones
Notary Public

My Commission Expires:

_____

STATE OF Texas :
: ss: (Corporate Form)
COUNTY OF Harris :

The foregoing instrument was acknowledged before me this 10th day of November, 1999 by John W. Pride as the V.P. for Pride Energy Co. Inc., a[n] _____ corporation, on behalf of said corporation.

Witness my hand and official seal.

(Seal) LAURIE SLAUGHTER
Notary Public, State of Texas
My Commission Expires
September 21, 2003

Laurie Slaughter
Notary Public

My Commission Expires:

_____

STATE OF Texas :
: ss: (Individual Form)
COUNTY OF Harris :

The foregoing instrument was acknowledged before me this 10th day of November, 1999 by _____, who acknowledged that he/she executed the foregoing instrument as his/her free and voluntary act.

EXHIBIT A
to
Quitclaim Assignment and Bill of Sale
between
Marathon Oil Company ("Marathon"), as Assignor and Pride Energy Company, an Oklahoma G.P., as Assignee
Part I

Description of Oil & Gas Leases and other related interests

BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

ALL OF MARATHON'S RIGHT, TITLE AND INTEREST IN AND TO THE OIL AND GAS LEASES DESCRIBED AT THIS EXHIBIT A, ONLY INSOFAR AS THEY COVER THE FOLLOWING DESCRIBED LANDS, ALL LOCATED IN SUBLETTE COUNTY, WYOMING. WITHOUT LIMITATION BY WAY OF ENUMERATION, THE LEASES AND OTHER INTERESTS ARE SUBJECT TO THE NUMBERED ITEMS DESCRIBED IN PART II OF THIS EXHIBIT A. THE WORKING INTERESTS AND NET REVENUE INTERESTS ARE PROVIDED FOR THE PURPOSES OF TITLE EXAMINATION AND DO NOT CONSTITUTE WARRANTIES OR COVENANTS OF TITLE. ALL RECORDING DATA REFERS TO THE OFFICIAL RECORDS OF SUBLETTE COUNTY, WYOMING.

WORKING INTERESTS

Marathon File No. (Fed/State Lease No.)	Lessor	Lessee	Lease Dated (Effective)	Description of Lease Lands	Marathon Undivided Working Interest	Marathon Net Revenue Interest	Recording Data (Book/Page/Date)	Subject to Footnote (See Part II)
WY-7697 (W-37295)	U.S.A.	Husky Oil Company of Delaware	12/1/72	T27N, R111W, 6th, P.M. Section 33: N½	100.0000%	87.5000%	67/579	1,3

EASEMENTS AND RIGHTS OF WAY

Marathon File No. (Fed/State Lease No.)	Grantor	Grantee	Instrument Dated (Effective)	Description of Easement or Right-of-way (Include Lands and Use/Purpose)	Recording Data (Book/Page/Date)	Subject to Footnote (See Part II)
Wy-10428	Presidio Exploration, Inc. et al	Marathon Oil Company	5/9/90	T24N, R111W, 6th P.M. Sections 6,7,8,17,19,20,21,22 & 30 T25N, R111W, 6th P.M. Sections 4,9,10,16,17,20,29 & 33 T26N, R111W, 6th P.M. Sections 3,4,9,16,17,20,29 & 33 T27N, R111W, 6th P.M. Sections 12,13,24,25,26,27 & 35		2

EXHIBIT A
to
Quitclaim Assignment and Bill of Sale
between
Marathon Oil Company ("Marathon"), as Assignor and Pride Energy Company, an Oklahoma G.P., as Assignee
Part II
Footnotes to Part I

BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

As noted by the numbers set forth in the footnote column appearing in Part I of this Exhibit A, the described interests are subject to the following items which have been numbered to correspond with the numbers listed in Part I.

1. Subject to Operating Agreement dated 2/16/81 between Pan Eastern Exploration Co. and Husky Oil Co. (WY-8681)
2. This conveyance is to convey only that portion of the Road Use and Maintenance Agreement (dated 5/9/90) pertaining to the share associated with the Bird Canyon #4-33 Well. (WY-10428) Marathon reserves and excepts that portion which pertains to leases and/or wells owned by Marathon in adjacent fields.
3. Marathon's files contain very little information on these interests. Purchaser may have to search the county, state and BLM records for further information

"END OF EXHIBIT A"

9h5

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

SEE EXHIBIT "A"

ASSIGNEE'S 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.

W-016167

PART A: TRANSFER

1. Transferee (Sublessee)* QUESTAR EXPLORATION AND PRODUCTION CO.
   Street 1331 Seventeenth Street, Suite 800
   City, State, ZIP Code DENVER, COLORADO 80202

*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
SEE EXHIBIT "A" ATTACHED TO AND MADE PART HEREOF	SEE EXHIBIT	SEE EXHIBIT	SEE EXHIBIT	NONE	THOSE OF RECORD

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.

99 JUL 22 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE WYOMING

276329

RECORDED Dec 14 1999 11:20A M
IN BOOK 112 OF 6 PAGE 541
FEES $23.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

FOR ASSIGNED

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective AUG 1 1999

By /s/ Mary J. Rugwell [redacted] LAND LAW EXAMINER (Title) NOV 2 1999 [redacted] (Date)

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

STATE OF COLORADO) ACKNOWLEDGMENT (For use by Corporation)
)SS
COUNTY OF DOUGLAS)

On this 18 day of June, 1999, before me personally appeared Michael D. Watford to me personally known, who, being by me duly sworn, did say that is the CEO of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Michael D. Watford acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

WITNESS my hand and official seal this 18 day of June, 1999.

E. Marks
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B- CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18 day of JUNE, 19 99

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor Michael D. Watford
(Signature)

or

Attorney-in-fact Michael D. Watford, CEO
(Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 21st day of June, 19 99

Transferee QUESTAR EXPLORATION & PRODUCTION CO.

or

~~Attorney-in-fact~~

G. L. Nordloh (Signature)
President/CEO
Celsius Energy Company

Approved:
Form
Land
Trans

ASSIGNEE'S 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, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

542

- U.S. GPO: 1990-273-016/26030

EXHIBIT "A"
Sublette County, Wyoming

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1148	BLM WYW-016167	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	42.5000%	21.2500%	21.2500%
WY-1129	BLM WYW-015315	T33N-R109W SEC 32: SWNW, E/2NW, SW	42.5000%	21.2500%	21.2500%

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EXHIBIT "A"
Sublette County, Wyoming

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1148	BLM WYW-016167	T32N-R109W SEC 3: LT 4, SWNW, W/2SW, SESW, SURF TO 12,050 FT	21.2500%	10.6250%	10.6250%
		SAME LAND, BELOW 12,050 FT	42.5000%	21.2500%	21.2500%
WY-1129	BLM WYW-015315	T32N-R109W SEC 7: LTS 2,5,7,8,11,12 SEC 18: E/2 SEC 19: E/2 SEC 20: ALL SEC 21: W/2 SURF TO 12,050 FT	21.2500%	10.6250%	10.6250%
		SAME LAND, BELOW 12,050 FT	42.5000%	21.2500%	21.2500%
WY-1131	BLM WYW-015317	T32N-R109W SEC 4: LTS 8,9,10,15,16 SEC 9: N/2, N/2SW, N/2SE, SESE SEC 15: W/2 SEC 21: NE SEC 22: N/2 SURF TO 12,050 FT	21.2500%	10.6250%	10.6250%
		SAME LAND, BELOW 12,050 FT	42.5000%	21.2500%	21.2500%

6/9/99

EXHIBIT "A"

Sublette County, Wyoming

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1138	BLM WYW-08589	T32N-R109W SEC 5: LTS 2,3,4, SE, N/2SW, SESW SEC 6: LTS 1-7, 9,10, N/2SE SEC 7: S/2SE SEC 8: E/2NW, SWSW, E/2SW, E/2 SEC 17: N/2NE, SWNE, W/2, W/2SE, SESE SURF TO 12, 050 FT	21.2500%	10.6250%	10.6250%
		SAME LAND, BELOW 12,050 FT	42.5000%	21.2500%	21.2500%
WY-1139	BLM WYW-08592	T33N-R109W SEC 21: S/2S/2 SEC 28: ALL SEC 29: S/2, S/2N/2, S/2N/2N/2, NENENE SEC 32: E/2 SEC 33: ALL SEC 34: W/2W/2	42.5000%	21.2500%	21.2500%
WY-1140	BLM WYW-08593	T33N-R109W SEC 17: S/2NE, W/2, SE, SEC 18: LTS 1-4, E/2W/2, E/2 SEC 19: W/2E/2E/2, NENENE, W/2E/2 SEC 20: N/2NWNW, N/2NENW, N/2NENE, N/2NWNE, SENENE, E/2SENE, E/2SESE, E/2NESE SEC 21: NW, W/2NE, N/2S/2	42.5000%	21.2500%	21.2500%
WY-1131	BLM WYW-015317	T33N-R109W SEC 34: W/2E/2, E/2W/2	42.5000%	21.2500%	21.2500%

No. 917C. Reproduced by Bradford-Robins [redacted] tg. Co., 1824-46 Stout St. [redacted] Colo. [redacted]

Form 3120–13
(August 1964)
(formerly 4–1175)

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

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number
[redacted]

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

(name) [redacted]
(address) [redacted]

Committed to Pinedale Unit
No. 14-08-0001-1631
Approved 7/26/54

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

[redacted]

2. What interest was held by the assignor in above-described lands prior to this assignment?
[redacted]

3. What percentage of the assignor's interest is being conveyed to assignee? percent
[redacted]

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*
[redacted]

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* [redacted]

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of August, 19 [redacted].

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN [redacted] AND SUCH AUTHORITY IS STILL IN EFFECT

[redacted] Oil & Gas Company

By [redacted] as

[redacted]

(Assignor's Address) [redacted]

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

276330

RECORDED Dec. 14 1999 11:00A M
IN BOOK 112 OR PAGE 546
FEES $8.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Souter

Assignment approved effective 9/1/65

Date approved 9/15/65

By /s/ David B. Morgan
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

Assistant Manager, Oil & Gas
(Title)

NOTE: 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 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No *(If "yes," specify kind)*
Utah Corporation - Public Utility
Qualified under Wyoming-0153814

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this [redacted] day of August, 19 65

ATTEST: [illegible]
Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY
M. M. Fidler
President (Assignee's Signature)

P. O. Box 11368
Salt Lake City, Utah 84111
(Address)

Mt. Fuel Supply Copy
Approved:
Land
Legal
Acct.
Unit
Trans

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, on this day personally appeared Boone Macaulay, Vice President of Hondo Oil & Gas Company, 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 Hondo Oil & Gas Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

June 1, 1967

M. PRATT
Notary Public in and for
Dallas County, Texas

THE STATE OF TEXAS }
COUNTY OF El Paso }

BEFORE ME, the undersigned authority, on this day personally appeared Sam Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for El Paso Natural Gas Company, the party thereto, and acknowledged to me that he executed the same as Attorney-in-Fact for the said El Paso Natural Gas Company, and that the said El Paso Natural Gas Company executed the instrument by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

June 1, 1967

Notary Public in and for
El Paso County, Texas

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] -1869 The Mesa Unit

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-08593

Lease effective date
October 1, 1951

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
CELSIUS ENERGY COMPANY

Address *(include zip code)*
P. O. Box 11070, Salt Lake City, Utah 84147

The undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T-33-N, R-109-W, 6th P.M. Sec. 17: S½NE¼, W½, SE¼ Sec. 18: Lots 1,2,3,4, E½W½, E½ Sec. 19: E½ Sec. 20: All Sec. 21: W½NE¼, NW¼, N½S½ Containing 2,548.92 acres, m/l Sublette County, Wyoming	276331 RECORDED Dec. 14 1999 11:00A M IN BOOK 112 O+G PAGE 548 FEES $ 8.00 [illegible] COUNTY CLERK SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Secter

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.125% of 8/8th

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 19 84.
MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey, (Assignor's Signature)
Attorney in Fact

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)

Salt Lake City, Utah 84139
(City) (State) (Zip Code)

Mt. Fuel Supply
Approved:
Form [illegible]
Legal
Land [illegible]

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1984

By _____
(Authorized Officer)

548
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form [illegible].

549 PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Celsius Energy Company Approved:
Form
Land
Trans

Executed this 1st day of August, 19 84.

CELSIUS ENERGY COMPANY

Vice President, Exploration
(Assignee's Signature)

P. O. Box 11070
(Assignee's Address)

ATTEST:

Assistant Secretary

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by J. L. HEALEY as ATTORNEY-IN-FACT of MOUNTAIN FUEL SUPPLY COMPANY this 1st day of August, 19 84.

WITNESS my hand and official seal.

My Commission Expires:

9/2/84

Notary Public

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 889

ASSIGNMENT OF OIL AND GAS LEASE(S)

For adequate and sufficient consideration, Gale O. Kelly and Patsy R. Kelly, of P. O. Box 2097, Cheyenne, WY 82003, do hereby assign, transfer and convey to Gale O. Kelly and Patsy R. Kelly, Trustees and successors in trust of the KELLY REVOCABLE TRUST dated June 21, 1999, all their right, title and interest in and to the properties or interests in properties listed hereinafter, on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

DATED this ___24th_____ day of June, 1999.

Gale O. Kelly

Patsy R. Kelly

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Gale O. Kelly and Patsy R. Kelly this __24th_____ day of June, 1999.

Witness my hand and official seal.

Notary Public

SEAL

PAT MCKEBON NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 24, 2001

276340

RECORDED Dec. 14 1999 3:00 PM
IN BOOK 112 O+G PAGE 550
FEES $11.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scott

EXHIBIT 'A'

Attached to and made a part of that certain ASSIGNMENT OF OVERRIDING ROYALTY Dated June 24, 1999, between Gale O. Kelly and Patsy R. Kelly and Gale O. Kelly and Patsy R. Kelly, Trustees of the KELLY REVOCABLE TRUST dated June 21, 1999.

SUBLETTE COUNTY, WYOMING

W - 48192
T. 27N, R. 110W
Sec. 23: N2NE, SWNE, NW
Sec. 24: E2SE
Sec. 25: NE
520.00 Acres

W - 136146
T. 27N, R. 110W
Sec. 23: SENE
Sec. 24: W2SE
120.00 Acres

W - 53107
T. 29N, R. 114W
Sec. 30: E2
320.00 Acres

W - 54161
T. 29N, R. 114W
Sec. 19: E2
320.00 Acres

W - 54162
T. 29N, R. 114W
Sec. 29: All
640.00 Acres

W - 60620
T. 29N, R. 114W
Sec. 5: Lot 4
6: Lots 1, 2, S2NE, SE
7: E2
9: SESE
17: All
18: SE
1459.12 Acres

W - 60621
T. 29N, R. 114W
Sec. 21: All
28: All
1280.00 Acres

W - 78475
T. 29N, R. 114N
Sec. 10: All
15: E2
960.00 Acres

W - 0195876
T. 29N, R. 114W
Sec. 25: E2NE
80.00 Acres

[redacted]

[redacted]

REC: Dec. 14 99 M 3:40p
IN BOOK 112+6 PAGE 352
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

[redacted]

LEASE NO.: 99-00413
PARCEL NO.: 576
FUND: C.S.

276346

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**:

Huntington T. Walker

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:

200.00 S2NE4:NE4SW4:N2SE4 Section 33, Twp. 33 N., Rg. 114 W., 6th P.M.

Lease issued contingent to the Lessee's joinder to the Maki Creek Unit Agreement

County: Sublette **Total Acres: 200.00** **Advance Rental $: 200.00**
($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 July, 1999 A.D.

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

By: _____
Director
Office of State Lands and Investments

LESSEE: Huntington T. Walker

Address: 1580 Lincoln St, #635

City: Denver State: CO Zip: 80203

Telephone No. (303) 864-7680

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 sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to 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.

22 6 NOV 91 AM 08

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 99-00598 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

being the owner of 100.00 **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 27 North, Range 106 West, 6th P.M.
Section 36: All
Containing 640.00 acres, more or less
Sublette County, Wyoming

SUBJECT TO THAT CERTAIN OPERATING AGREEMENT DATED FEBRUARY 1, 1988 BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR" AND YATES DRILLING COMPANY, ET AL, CHORNEY OIL COMPANY, ET AL, AND ANDOVER PARTNERS, "NON-OPERATORS," COVERING LANDS IN THE STATE OF WYOMING.

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

1) **ASSIGNEE, with name and address at:**

Andex Resources, L.L.C
1001 Fannin, Suite 2000
Houston, Texas 77002-6907

50.00% **percent interest in the total leasehold, or as described in particular above.**

2) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

3) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

276399

RECORDED Dec. 17, 1999 335 PM
IN BOOK 112 OTB PAGE 554
FEES $8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

4) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

5) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 50.00%

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1 day of December 19 99.

ASSIGNOR - Yates Petroleum Corporation	Assignee (1) - Andex Resources, L.L.C.
By - Randy G. Patterson	By - Tom L. Dodds
Title - Attorney-In-Fact	Title - TOM L. DODDS VICE PRESIDENT
Attest -	Attest -

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 1 day of December, 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

THE STATE OF TEXAS
COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS VICE PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8TH DAY OF DECEMBER, 1999.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTE: Assignments are accepted for administrative purposes and should not be interpreted as warranty that they may convey an 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.

75621-000

North Almy Trend

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-137790

Lease Effective Date
(Anniversary Date)
November 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc.(formerly known as Enron Oil & Gas Company)
600 17th Street, Suite 1100 North
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	c	D	E	F
Township 31 North, Range 113 West 6th P.M. Section 17: SW/4SW/4 Section 28: NE/4SW/4 Section 33: SE/4NE/4 Containing 120.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	-0-	-0-

276414

RECORDED Dec. 20 1999 9:25 AM
IN BOOK 112 O+G PAGE 556
FEES $ 8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soeten

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 Desciption in Item No. 2, if needed.

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 17th day of November, 1999.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

On the 18th day of November, 1999, personally appeared before me, Andrew C. Morris, who, being duly swom, did say that he is the Agent and Attorney-in-Fact of EOG Resources, Inc. and that said instrument was signed on behalf of said corporation.

WITNESS my hand and official seal.

Betty A. Herrold
Notary Public

My Commission Expires July 26, 2002

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

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 17th day of November ,19 99, but shall be effective as of January 1, 1997.
Name of Assignor as shown on current lease Cortex Energy Company
Please type or print

Assignor
or
Attorney-in-fact
Gary Butler, President

1645 Court Place, Suite 212
(Assignor's Address)
Denver Colorado 80202
(City) (State) (Zip Code)

Executed this 18th day of November ,19 99

EOG Resources, Inc. (formerly known as Enron Oil & Gas Company)

Assignee
or
Attorney-in-Fact
Andrew C. Morris
Agent and Attorney-in-Fact

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

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

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

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

75516-000
Backyard
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-129267

Lease Effective Date
(Anniversary Date)
June 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc.(formerly known as Enron Oil & Gas Company)
600 17th Street, Suite 1100 North
Denver, Colorado 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
A	b	c	D	E	F
Township 32 North, Range 113 West 6th P.M. Section 33: All Section 34: W/2 Containing 960.00 acres, more or less Sublette County, Wyoming Subject to reassignment rider attached to Assignment of Record Title from M. J. Harvey, Jr. to Contex Energy Company.	100.00%	100.00%	-0-	-0-	4.00%

276415

RECORDED Dec. 20 1999 9:25 AM
IN BOOK 112 OTG PAGE 558
FEES $ 8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;
Assignment approved effective _____

☐ Assignment approved for attached land description
☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

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 17th day of November, 1999.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

On the 18th day of November, 1999, personally appeared before me, Andrew C. Morris, who, being duly sworn, did say that he is the Agent and Attorney-in-Fact of EOG Resources, Inc. and that said instrument was signed on behalf of said corporation.

WITNESS my hand and official seal.

Betty A. Herrold
Notary Public

My Commission Expires July 26, 2002

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

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 17th day of November ,19 99, but shall be effective as of January 7, 1997.

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor or Attorney-in-fact: Gary Butler, President

1645 Court Place, Suite 212
(Assignor's Address)
Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 18th day of November ,19 99

Assignee or Attorney-in-Fact: Andrew C. Morris, Agent and Attorney-in-Fact

EOG Resources, Inc. (formerly known as Enron Oil & Gas Company)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017 / 67022

WY-0239-00

Form 3000-3
(January 1996)

RECEIVED
AUG 18 1999
RESOURCES, INC.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.: WYW-147047

Lease Effective Date (Anniversary Date): Dec 1, 1998

New Serial No.:

RECEIVED
BUREAU OF LAND MANAGEMENT
99 JAN 13 AM 9:40
CHEYENNE, WYOMING

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, 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 upon a separate attached sheet of paper.

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] 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 3, SENE, NESW, E2SE Section 4: Lots 1, 3, SENE, NESW, E2SE containing 441.31 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

276416
RECORDED Dec. 20 1999 9:35A M
IN BOOK 112 OR6 PAGE 560
FEES $8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Proctor

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

[X] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective FEB 01 1999

[ ] Assignment approved for land description indicated on reverse of this form.

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

AUG 13 1999 (Date)

560

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

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 9th day of December, 1998.

My Commission Expires: July 11, 1999

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 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 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 9th day of December ,19 98

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 9th day of December ,1998

HS Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact _____ (Signature) Janet W. Pasque

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, 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

WY-0240-00

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-147048

Lease Effective Date (Anniversary Date): Dec 1, 1998

New Serial No.:

RECEIVED
AUG 18 1999
BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, 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)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] 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 9: E2NE, NENW, SESE Section 10: E2E2, NENW, NESW containing 400.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

276417

RECORDED Dec 20 1999 9:35 M
IN BOOK 112 O+G PAGE 562
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

09 JAN 13 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
EVANSTON, WYO.

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

[X] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective FEB 01 1999

[ ] Assignment approved for land description indicated on reverse of this form.

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 13 1999
(Date)

562

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

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 9th day of December, 1998.

My Commission Expires: July 11, 1999

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 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 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 9th day of December ,19 98

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 9th day of December ,19 98

HS Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact X Janet W. Pasque (Signature) Janet W. Pasque

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, 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

WY-0241-00

Form 3000-3
(January 1996)

RECEIVED
AUG 18 1999
BLM RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.
WYW-147049

Lease Effective Date
(Anniversary Date)
Dec 1, 1998

New Serial No.

RECEIVED
BUREAU OF LAND MANAGEMENT
99 JAN 13 AM 9:08
CHEYENNE, WYOMING

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, 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)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] 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 25: NE containing 160.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

276418

RECORDED Dec 20 1999 9:35 M
IN BOOK 1120+G PAGE 564
FEES $8.00 Mary Lou Yelton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

[X] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective FEB 01 1999

[ ] Assignment approved for land description indicated on reverse of this form.

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

AUG 13 1999 (Date)

564

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

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 9th day of December, 1998.

My Commission Expires: July 11, 1999

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 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 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 9th day of December ,19 98

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____
(Signature) Gary Butler, President

or
Attorney-in-fact _____
(Signature)

1645 Court Place, Suite 212
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 9th day of December ,19 98

HS Resources, Inc.

Assignee _____
(Signature)

or
Attorney-in-fact X Janet W. Pasque
(Signature) Janet W. Pasque

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, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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*U.S. GPO: 1998-774-004/41005

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-141152

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 H. C. Kirkwood, 71-09
Street Box 3439,
City, State, Zip Code Casper, Wyo. 82602

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. 27 N. R. 103 W Meridian 6th P. State Wyo. County Sublette

See Attached Page for Description of Offer to Lease for Oil & Gas.

Amount remitted: Filing fee $ 75.00 Rental fee $ ~~11,073.00~~ 11,013.00 Total acres applied for 7341.07
Total $ ~~11,148.00~~ 11,148.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

276420

RECORDED Dec. 20 1999 10:35A M
IN BOOK 112 016 PAGE 566
FEES $21.50 Mary Lou Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

97 JAN 30 AM 3:40
RECEIVED
WYOMING
BUREAU OF LAND MANAGEMENT

Total acres in lease 7,341.07
Rental retained $ ~~11,073.00~~ 11,013.00

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:

X Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA
by Pamela J. Lewis (Signing Officer)
Chief, Leasable Minerals Section (Title)
APR 16 1997 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1997

(Continued on reverse)

FOR LESSEE

566

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 30th day of Jan, 19 97. H. C. Kirkwood
(Signature of Lessee or Attorney-in-fact)
By: Patty D. Stiffler
Agent

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%; $12,920
(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: 1994–673-004/01054

W-141152

Attachment —
Description of Offer to Lease
for Oil & Gas:
T. 27 N., R. 103 W., 6th P.M., Wyo.

Sec. 2 = Se¼Ne¼;
4 = Lot 2-4, Sw¼Nw¼, S½;
5 = Lot 1-4, S½N½, S½;
6 = Lot 1-7, S½Ne¼, Se¼Nw¼, E½Sw¼, Se¼;
7 = Lot 1-4, E½, E½W½;
8 = all;
9 = all;
15 = N½, Sw¼;
17 = all;
18 = Lot 1-4, E½, E½W½;
19 = Lot 1-4, E½W½;
26 = Sw¼Nw¼;
27 = N½, W½Sw¼, Se¼Sw¼, Se¼;
30 = Lot 1-4, E½W½;
31 = Lot 1-4, E½N½, E½.

7381.07 Ac.

RECEIVED
BUREAU OF LAND MANAGEMENT
97 JAN 30 AM 8:40
CHEYENNE, WYOMING

WYW141152

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.

WYW141152

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.

WYW141152

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use 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 Green River Resource Area GIS database;

For the purpose of:

(3) protecting Class I and II Visual Resource Management Areas.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW141152

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/4 mile of the Emigrant Trail 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 Green River Resource Area GIS database;

For the purpose of:

(3) protecting cultural and historic 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.)

WYW141152

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]

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.)

575

Form 3100-11
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
W-141158

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

71-10

1. Name H. C. Kirkbride,
Street Box 3439,
City, State, Zip Code Casper, Wyo. 82602

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. 27 N. R. 104 W., Meridian 6th PM. State Wyo. County Sublette

Sec. 22 - NE¼;
23 - N½, N½S½;
24 - All;
34 - S½;
35 - N½N½, N½S½.

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

Amount remitted: Filing fee $ 75.00 Rental fee $ 2880.00 Total acres applied for 1920
Total $ 2,955.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAME LAND DESCRIPTION AS ITEM 2

276421

RECORDED Jan. 20 1999 AM
IN BOOK 112 OPG PAGE 575
FEES $ 16.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

RECEIVED
97 JAN 31 AM 10:57
CHEYENNE, WYOMING
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:

X Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) APR 16 1997 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1997

(Continued on reverse)

FOR LEASE

[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, which includes 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 31 ST day of January, 19 97. H. C. Kirkwood II,

(Signature of Lessee or Attorney-in-fact)

By Scott B. Shaffer Agent

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 times 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: 1994–673-004/01054

WYW141158

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) as mapped on the Green River Resource Area overlays;

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.)

[redacted] [redacted] [redacted]

WYW141158

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.

WYW141158

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

[redacted] [redacted] [redacted]

WYW141158

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.

681

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 9260
W-147642

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 W. C. KIRKWOOD,
Street P. O. Box 3439,
City, State, Zip Code CASPER, WYOMING 82602

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest 77-25

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: 9812m326 *Sale Date (m/d/y): 12 / 1 /98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 27 N., R. 105 W., 6th Meridian 6th P.M. State WYOMING County Sublette

Sec. 11: All;
12: All;
13: All;
14: All.

276422

RECORDED Dec. 20 1999 10:35 M
IN BOOK 112046 PAGE 581
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soater

Total acres applied for 2560
Amount remitted: Filing fee $ 25.00 Rental fee $ 3,840.00 Total $ 3,915.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
98 DEC 11 AM 9:05

Total acres in lease
Rental retained $

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☑ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

DEC 15 1998
(Date)

EFFECTIVE DATE OF LEASE JAN 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 11th day of December, 19 98. W. C. KIRKWOOD
(Signature of Lessee or Attorney-in-fact)

BY: Betty S. Sharrer, Agent.

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease, if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1994-673-004/01054

WYW147642

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

WYW147642

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.

WYW147642

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 Green River Resource Area GIS database;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW147642

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.)

WYW147642

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/4 mile of a sage/sharp-tailed grouse strutting/dancing ground 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 Green River Resource Area GIS database;

For the purpose of:

(3) protecting sage/sharp-tailed grouse breeding 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.)

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.

589

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-60
W-149142

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

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.: 9808-284 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 1: Lots 1-4
Sec. 1: S2
Sec. 2: Lots 1-4
Sec. 2: S2
Sec. 11: All
Sec. 12: N2,NWSW,S2S2

276423

2097.6 acres

RECORDED Dec 20 1999 10:35A
IN BOOK 112 OG PAGE 587
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Total acres applied for 2097.6

Amount remitted: Filing fee $ 75.00 Rental fee $ 3,147.00 Total $ 3,222.00

DO NOT WRITE BELOW THIS LINE

1999 SEP -8 PM 2:01
BUREAU OF LAND MANAGEMENT
RECEIVED
PINEDALE, WYOMING

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

Total acres in lease _____

Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1999

FOR LESSEE

(Continued on reverse)

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an [redacted] 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 [redacted] 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 7th day of September, 19 99. By: WOLVERINE GAS AND OIL CORPORATION

S. J. Jansma, Jr. President (Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
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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.

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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.

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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.

U.S. GOVERNMENT PRINTING OFFICE: 1998-573-004/41123

WYW149142

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WYW149142

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.

WYW149142

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 Green River Resource Area GIS database;

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]

WYW149142

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) as mapped on the Green River Resource Area GIS database;

For the purpose of (reasons):

(3) protecting sage grouse and 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.)

WYW149142

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

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.)

WYW149142

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-149144 71-61

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: 9808-288 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 15: N2,SW,N2SE,SWSE
Sec. 21: All
Sec. 22: All

1880.00 acres

276424

RECORDED Dec. 20 1999 10:35a M
IN BOOK 112 046 PAGE 597
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

Amount remitted: Filing fee $ 75.00 Rental fee $ 2,820.00 Total acres applied for 1880.00 Total $ 2,895.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

1999 SEP -8 PM 2:01
BUREAU OF LAND MANAGEMENT
CHEYENNE WYOMING
FILED

Total acres in lease _____

Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Chief, Leasable Minerals Section (Title) SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 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 7th day of September, 19 99. By: WOLVERINE GAS AND OIL CORPORATION

S. J. Jansma, Jr. President
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

*U.S. GOVERNMENT PRINTING OFFICE: 1998-673-004/41123

WYW149144

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.

WYW149144

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.

WYW149144

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 Green River Resource Area GIS database;

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]

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

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.)

WYW149144

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-62
W-149143

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: 9808-289 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 17: All
Sec. 18: Lots 1-4
Sec. 18: E2,E2W2
Sec. 19: Lots 1-4
Sec. 19: E2,E2W2
Sec. 20: All

276425

2546.28 acres

RECORDED Dec. 20 1999 10:35A M
IN BOOK 412 046 PAGE 604
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Total acres applied for 2546.28
Amount remitted: Filing fee $ 75.00 Rental fee $ 3,820.50 Total $ 3,895.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

1999 SEP -8 PM 2:01
BUREAU OF LAND MANAGEMENT
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 (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signature of Officer)
for Chief, Leasable Minerals Section (Title) SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1999

FOR LESSEE

(Continued on reverse)

604

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 7th day of September, 19 99. By: WOLVERINE GAS AND OIL CORPORATION

(Signature of Offeror or Attorney-in-fact)

S. J. Jansma, Jr. President

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

*U.S. GOVERNMENT PRINTING OFFICE: 1988-573-004/41123

WYW149143

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.

607

WYW149143

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

[redacted] [redacted] [redacted]

WYW149143

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 Green River Resource Area GIS database;

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.)

WYW149143

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) as mapped on the Green River Resource Area GIS database;

For the purpose of (reasons):

(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]

WYW149143

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

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.)

WYW149143

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-63
W-149145

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

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.: 9808-287 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 13: All
Sec. 14: All
Sec. 23: All
Sec. 24: N2N2,S2

2400.00 acres

276426

RECORDED Dec 20 1999 10:35 A
IN BOOK 112 046 PAGE 612
FEES $ 18.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Ogden

Total acres applied for 2400.00
Total $ 3,675.00

Amount remitted: Filing fee $ 75.00 Rental fee $ 3,600.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAME LAND DESCRIPTION AS ITEM 2

1999 SEP -8 PM 2:01
BUREAU OF LAND MANAGEMENT
CHEYENNE WYOMING
RECEIVED

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 (ten years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Chief, Leasable Minerals Section (Title) SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1999

FOR LESSEE

(Continued on reverse)

612

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 7th day of September, 19 99. By: WOLVERINE GAS AND OIL CORPORATION

(Signature of Lessee or Attorney-in-fact)

S. J. Jansma, Jr. President

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

*U.S. GOVERNMENT PRINTING OFFICE: 1998-673-004/41123

[redacted] [redacted] [redacted]

WYW149145

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.

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WYW149145

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

[redacted] [redacted] [redacted]

WYW149145

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 Green River Resource Area GIS database;

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.)

Lelle

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW149145

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.

619

Form 3100-11
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-64
W-149146

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: 9808-286 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 5:	Lots 1-4
Sec. 5:	S2
Sec. 6:	Lots 1-6
Sec. 6:	E2SW,SE
Sec. 7:	Lots 1-4
Sec. 7:	E2,E2W2
Sec. 8:	All

276427

2157.85 acres

RECORDED Dec 20 1999 10:35A M
IN BOOK 112 O+S PAGE 619
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Amount remitted: Filing fee $ 75.00 Rental fee $ 3,237.00

Total acres applied for 2157.85
Total $ 3,312.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
1999 SEP -8 PM 2:01

SAME LAND DESCRIPTION AS ITEM 2

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)
for Chief, Leasable Minerals Section (Title)
SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 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 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 7TH day of September, 19 99. By: WOLVERINE GAS AND OIL CORPORATION
(Signature of Lessee or Attorney-in-fact)
S. J. Jansma, Jr. President

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

*U.S. GOVERNMENT PRINTING OFFICE: 1998-673-004/41123

WYW149146

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] [redacted]

WYW149146

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.

WYW149146

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 Green River Resource Area GIS database;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW149146

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) as mapped on the Green River Resource Area GIS database;

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.)

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WYW149146

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

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]

WYW149146

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.

627

Form 3100-11
(October 1992)

NITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-65
W-149147

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: Wolverine Gas and Oil Corporation
   Street: One Riverfront Plaza
   City, State, Zip Code: 55 Campau, N.W. Grand Rapids, MI 49503

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: 9808-285 *Sale Date (m/d/y): 8 / 4 / 98

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 28N R. 103W Meridian 6th PM State Wyoming County Sublette

Sec. 3: Lots 1-4
Sec. 3: S2
Sec. 4: Lots 1-4
Sec. 4: S2
Sec. 9: All
Sec. 10: All

276428

2193.78 acres

RECORDED Dec. 20 1999 10:35 AM
IN BOOK 119 016 PAGE 627
FEES $15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scales

Total acres applied for 2193.78

Amount remitted: Filing fee $ 75.00 Rental fee $ 3,291.00 Total $ 3,366.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

RECEIVED
WYOMING
99 SEP -8 PM 2:01
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 (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 16 1999 (Date)

EFFECTIVE DATE OF LEASE OCT 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 7th day of September, 19 99. By: WOLVERINE GAS and OIL CORPORATION

S. J. Jansma, Jr. President
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

*U.S. GOVERNMENT PRINTING OFFICE: 1998-673-004/41123

WYW149147

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

WYW149147

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.

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WYW149147

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW149147

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area 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) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife resources.

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.)

WYW149147

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]

LEASE NO.: 98-00206

PARCEL NO.: 256

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-01

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**:

Steve A. Tofte

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 16, Twp. 28 N., Rg. 104 W., 6th P.M.

RECORDED Dec 30 1999 10:35A M
IN BOOK 112 OPS PAGE 634
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

276429

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 May, 1998 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

98 MAY 13 AM 8 42
STATE LANDS AND INVESTMENTS

LESSEE: Steve A. Tofte

Address: P.O. Box 4221

City: Casper State: WY Zip: 82604

Telephone No. 307-235-8850

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-eighth 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-eighth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-eighth 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) fromP 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 sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investment 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.

[redacted] [redacted] [redacted]

LEASE NO.: 98-00207

PARCEL NO.: 257

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-02

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:

Steve A. Tofte

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:

40.00 SW¼NE¼ Section 20, Twp. 28 N., Rg. 104 W., 6th P.M.

276430

RECORDED Dec. 20 1999 AT 10:36A
BOOK 112 Pt 6 PAGE 636
FEES $ PD COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Seaton

County: Sublette Total Acres: 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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 May, 1998 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: Steve A. Tofte

98 MAY 13 AM 8 42

Address: Steve A. Tofte
P.O. Box 4221

OFFICE OF STATE LANDS AND INVESTMENTS

City: Casper State: WY Zip: 82604

Telephone No. 307-235-8850

636

637

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-eighth 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-eighth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-eighth 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) fromP 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 [illegible] 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 Investment 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.

[redacted] [redacted] [redacted]

LEASE NO.: 98-00588

PARCEL NO.: 862

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

71-03

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**:

W.C. Kirkwood

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:

77.73 **Lots 2, 3 Section 3, Twp. 27 N., Rg. 103 W., 6th P.M.**

276431

RECORDED Dec. 20 1998 10:35 AM
IN BOOK 119 OF G PAGE 638
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scanlon

County: Sublette **Total Acres: 77.73** **Advance Rental $: 78.00**
($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

LESSEE: _____

Address: P.O. Box 3439

City: Casper State: Wy Zip: 82602

Telephone No. 307 265-5178

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 sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals beginning the first of the year 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 lessee as to the relinquished lands may not be reinstated.

[redacted] [redacted] [redacted]

LEASE NO.: 98-00589

PARCEL NO.: 863

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-04

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:

W.C. Kirkwood

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:

158.95 Lot 1:S½NE¼:SE¼NW¼ Section 4, Twp. 27 N., Rg. 103 W., 6th P.M.

276432

RECORDED Dec. 20 99 M 10:36
IN BOOK 1206 PAGE 640
FEES $ 7.00 COUNTY CLERK By Cathy Sacker
SUBLETTE COUNTY, PINEDALE, WYOMING

County: Sublette Total Acres: 158.95

Advance Rental $: 159.00
($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

LESSEE: _____

Address: P.O. Box 3439

City: Casper State: WY Zip: 82602

Telephone No. 307 265-5178

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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 sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO.: 98-00590

PARCEL NO.: 864

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

71-05

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:

W.C. Kirkwood

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 16, Twp. 27 N., Rg. 103 W., 6th P.M.

RECORDED Dec. 20 '99 8:35 a
IN BOOK 112 OR6 PAGE 642
FEES $ 5.00 [illegible] COUNTY CLERK 276433
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

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

LESSEE: _____

Address: P. O. Box 3439

City: Casper State: WY Zip: 82602

Telephone No. 307 265-5178

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 payment of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United 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 contering 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 contering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to 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.

[redacted] [redacted] [redacted]

LEASE NO.: 98-00591

PARCEL NO.: 865

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

71-06

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**:

W.C. Kirkwood

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. 27 N., Rg. 103 W., 6th P.M.

276434

RECORDED Dec. 20 '98 9:35 AM
IN BOOK 112 OTG PAGE 644
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

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

LESSEE: _____

Address: P. O. Box 3439

City: Casper State: WY Zip: 82602

Telephone No. 307 265-5178

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all [redacted] employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO.: 98-00592

PARCEL NO.: 866

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

7/-07

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**:

W.C. Kirkwood

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. 28 N, Rg. 103 W., 6th P.M.

RECORDED Dec. 20 1999 10:35A
IN BOOK 112 016 PAGE 646
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

276435

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

LESSEE: _____

Address: P.O. Box 3439

City: Casper State: Wy Zip: 82602

Telephone No. 307 265-5478

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.

[redacted] [redacted] [redacted]

LEASE NO.: 98-00593

PARCEL NO.: 867

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

71-08

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:

W.C. Kirkwood

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. 28 N., Rg. 104 W., 6th P.M.

RECD Dec 20 '99 9:35A
IN BOOK 112046 PAGE 648
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
276436 By Cathy Saxton

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

LESSEE: _____

Address: P.O. Box 3439

City: Casper State: Wy Zip: 82602

Telephone No. 307 265-5178

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 productive operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to 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 recoupment by lessee and the lease as to the relinquished lands may not be reinstated.

[redacted] [redacted] [redacted]

LEASE NO.: 99-00540

PARCEL NO.: 781

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-66

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**:

Wolverine Gas and Oil Corporation

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:

120.00 **NE4SW4:N2SE4** **Section 12, Twp. 28 N., Rg. 103 W., 6th P.M.**

RECORDED Dec. 20 1999 M 10:35A
IN BOOK 112046 PAGE 650
FEES $ 8.00 COUNTY CLERK By Cathy Sooter
SUBLETTE COUNTY, PINEDALE, WYOMING

276437

County:Sublette **Total Acres: 120.00** **Advance Rental $: 120.00**
($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.
Address: 55 Campau, NW
City: Grand Rapids State: MI Zip: 49503
Telephone No. 6164581150

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor 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(a)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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[redacted] [redacted] [redacted]

LEASE NO.: 99-00541

PARCEL NO.: 782

FUND: M.H.

Form Approved by the Board
and Effective January 6, 1998

71-67

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**:

Wolverine Gas and Oil Corporation

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:

40.00 SE4 SE4 Section 15, Twp. 28 N., Rg. 103 W., 6th P.M.

276438

RECORDED Dec. 20 1999 10:35 A M
IN BOOK 112 OF M PAGE 652
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

County: Sublette Total Acres: 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

SUE A. BENSON NOTARY PUBLIC, KENT CO., MICH. MY COMM. EXPIRES DEC 11 2000

[redacted] [redacted] [redacted]

LEASE NO.:

PARCEL NO.: 783 99-00542

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-68

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**:

Wolverine Gas and Oil Corporation

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 16, Twp. 28 N., Rg. 103 W., 6th P.M.

276439

RECORDED Dec. 20 10:35A 99 M
IN BOOK 112 046 PAGE 654
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 ,1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO.: 99-00543

PARCEL NO.: 784

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

71-69

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:

Wolverine Gas and Oil Corporation

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:

160.00 S2N2 Section 24, Twp. 28 N., Rg. 103 W., 6th P.M.

276440

RECORDED Dec. 20 99 10:36A
IN BOOK 112 ORG PAGE 1056
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

County: Sublette Total Acres: 160.00 Advance Rental $: 160.00
($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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 right-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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 11 12

LEASE NO.: 99-00544

PARCEL NO.: 785

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-70

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**:

Wolverine Gas and Oil Corporation

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:

160.00 NE4 Section 28, Twp. 28 N., Rg. 103 W., 6th P.M.

276441

RECORDED Dec 20 1999 M
IN BOOK 112016 PAGE 658
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

10.85 A

By Cathy Seaton

County: Sublette Total Acres: 160.00 Advance Rental $: 160.00

($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor 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 highway 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public In Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 9 AM 11 12

[redacted] [redacted] [redacted]

LEASE NO.: 99-00545

PARCEL NO.: 786

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-71

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**:

Wolverine Gas and Oil Corporation

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:

80.00 W2SE4 Section 34, Twp. 28 N., Rg. 103 W., 6th P.M.

RECORDED Dec. 20 1999 M 10:35A
IN BOOK 112 046 PAGE 1660
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

276442

By Cathy Scoton

County: Sublette Total Acres: 80.00 Advance Rental $: 80.00
($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

6161

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr, President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 9 AM 11 12

LEASE NO.: 99-00559

PARCEL NO.: 801

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-72

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**:

Wolverine Gas and Oil Corporation

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 16, Twp. 27 N., Rg. 104 W., 6th P.M.

RECORDED Dec. 20 1999 M 8:36a
IN BOOK 112 OPG. PAGE: 6062
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
276443 By Cathy Scott

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 law.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of November, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

603

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-eighth 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-eighth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-eighth 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 hereby reserved 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/1/2009

SUE A. BENSON NOTARY PUBLIC, KENT CO., MI

LEASE NO.: 99-00561

PARCEL NO.: 803

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

71-73

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:

Wolverine Gas and Oil Corporation

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. 27 N., Rg. 104 W., 6th P.M.

276444

RECORDED Dec. 20 1999 M 10:35A
IN BOOK 112016 PAGE 6064
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING By Cathy Seaton

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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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 calender 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 calender 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 affecting 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.

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No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore [illegible] 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[illegible] 9 AM 11 12

[illegible]

[redacted] [redacted]

LEASE NO.: [redacted]99-00562

PARCEL NO.: 804

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-74

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**:

Wolverine Gas and Oil Corporation

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:

160.00 SE4 Section 11, Twp. 28 N., Rg. 104 W., 6th P.M.

276445

RECORDED Dec 20 99 M 10:35A
IN BOOK 112016 PAGE 1060
FEES $ 8.00
SUBLETTE COUNTY, WYOMING
COUNTY CLERK
By Cathy Scott

County: Sublette Total Acres: 160.00 Advance Rental $: 160.00
($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

4646

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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma, Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 9 AM 11 12

SUE A. BENSON NOTARY PUBLIC

RECORDED Dec. 20 1999 M 10:35 A
IN BOOK 118 OR5 PAGE 1168
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

276446

LEASE NO.: 99-00563

PARCEL NO.: 805

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

71-75

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**:

Wolverine Gas and Oil Corporation

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:

360.00 **N2NE4:NE4NW4:S2NW4:N2S2**
Section 14, Twp. 28 N., Rg. 104 W., 6th P.M.

County:Sublette **Total Acres: 360.00** **Advance Rental $: 360.00**
($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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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-eighth 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-eighth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-eighth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr, President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/1/2000

[redacted] [redacted] [redacted]

LEASE NO.: 99-00564

PARCEL NO.: 806

FUND: C.S.

276447

Form Approved by the Board

and Effective January 6, 1998

RECD Dec 20 1999 M 10:35 A
IN BOOK 112 OR 6 PAGE 670
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

71-76

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:

Wolverine Gas and Oil Corporation

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:

40.00	SE4SE4	Section 32, Twp. 28 N., Rg. 104 W., 6th P.M.

County: Sublette Total Acres: 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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, 1999 A.D.

LESSOR: STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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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.

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(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

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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.

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No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO.: 99-00574

PARCEL NO.: 816

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

7177

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**:

Wolverine Gas and Oil Corporation

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 16, Twp. 27 N., Rg. 105 W., 6th P.M.

RECORDED Dec. 20 1999 10:35 M
IN BOOK 112 OKS PAGE 672
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
276448
By Cathy Scott

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, 1999 A.D.

LESSOR: STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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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 affecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(a)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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 11 13 9 33066,

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO.: 99-00576

PARCEL NO.: 818

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

71-78

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:

Wolverine Gas and Oil Corporation

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:

40.00 NE4NE4 Section 24, Twp. 27 N., Rg. 105 W., 6th P.M.

RECORDED Dec. 20 1999 M 10:35 A
IN BOOK 112 016 PAGE 674
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sack
276449

County: Sublette Total Acres: 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 6 PM 11 13

[redacted] [redacted] [redacted]

LEASE NO.: 99-00577

PARCEL NO.: 819

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

71-79

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**:

Wolverine Gas and Oil Corporation

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. 27 N., Rg. 105 W., 6th P.M.

276450

RECD Dec 20 1999 M 10:36A
IN BOOK 112 016 PAGE 1676
FEES 5.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Seaton

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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids **State:** MI **Zip:** 49503

Telephone No. 616 458 1150

1676

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-eighth 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-eighth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-eighth 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 sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands hereto[illegible] for right-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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

SUE A. BENSON NOTARY PUBLIC, KENT COUNTY, MICHIGAN

[illegible] 9 DEC 99 AM 11 13

[illegible]

[redacted] [redacted] [redacted]

LEASE NO.: 99-00578

PARCEL NO.: 820

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-80

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**:

Wolverine Gas and Oil Corporation

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:

99-00,354

40.00 SW4NE4 Section 9, Twp. 28 N., Rg. 105 W., 6th P.M.

RECORDED 11-10-20 IN BOOK 112018 PAGE 678
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

276451

County: Sublette Total Acres 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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, 1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands hereinbefore [illegible] 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(a)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 interstate 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[illegible] 99 DEC 29 PM 12 13

[illegible]

LEASE NO.: 99-00579

PARCEL NO.: 821

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

71-81

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:

Wolverine Gas and Oil Corporation

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:

40.00 SW4SE4 Section 11, Twp. 28 N., Rg. 105 W., 6th P.M.

RECORDED Dec. 20 1999 M 10:36
276452
IN BOOK 112 O+G PAGE 680
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

County: Sublette Total Acres: 40.00 Advance Rental $: 40.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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, 1999 A.D.

LESSOR: STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

Ca81

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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 9 AM 11 13

[redacted] [redacted] [redacted]

LEASE NO.: 99-00582

PARCEL NO.: 824

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-82

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**:

Wolverine Gas and Oil Corporation

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:

40.00 SW4NW4 Section 25, Twp. 28 N., Rg. 105 W., 6th P.M.

RECORDED Dec. 20 1999 10:36 A
IN BOOK 112 OF G PAGE 1082
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
276453
By Cathy Scott

County: Sublette **Total Acres: 40.00** **Advance Rental $: 40.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

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 ,1999 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

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(a)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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

99 DEC 9 AM 11 13

[redacted] [redacted]

LEASE NO.: [redacted] 99-00583

PARCEL NO.: 825

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

71-83

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:

Wolverine Gas and Oil Corporation

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. 28 N., Rg. 105 W., 6th P.M.

RECORDED Dec. 20 1999 10:35A M
IN BOOK 112 MISC PAGE 684
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
276454
By Cathy Saxton

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, 1999 A.D.

LESSOR: STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director
Office of State Lands and Investments

LESSEE: _____
S. J. Jansma, Jr.

Address: 55 Campau, NW

City: Grand Rapids State: MI Zip: 49503

Telephone No. 616 458 1150

684

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 comering 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 affecting 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 comering 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 (d) 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(a)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 interstate 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.

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by S. J. Jansma Jr., President of Wolverine Gas and Oil Corporation, a Michigan corporation.

Sue A. Benson
Notary Public in Kent County, Michigan
My Commission Expires: 12/11/2000

[illegible] 9 330 66,

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (the "Assignment") is from Guaranty Exploration Group LTD. whose address is P.O. Box 15231 New Orleans LA 70175 ("Assignor"), to **CROWN OIL & GAS COMPANY, INC.**, whose address is 152 Caplet Road, P. O. Box 519, Big Piney, Wyoming 83113 ("Assignee")

Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated effective August 1, 1999 (the "Agreement"), whereby Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Property; and

This Assignment is executed and delivered pursuant to the Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

In consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Assignee all of Assignor's right, title and interest in, to and under the following:

(a) The oil, gas and mineral leases and other interests in oil and gas described in Exhibit "A" and all rights, privileges and obligations appurtenant to the leases INSOFAR AND ONLY INSOFAR AS the leases cover and include the lands, depths and rights described in Exhibit "A" (the "Leases");

(b) The non-producing, shut-in oil and gas well described on Exhibit "A", as well as all surface and down-hole equipment, fixtures, related inventory, gathering, transportation and/or transmission pipelines and related equipment, storage and treating facilities and other personal property used on or in connection with the operations of such well (the "Well");

(c) The agreements, orders, decisions of state or federal regulatory authorities applicable to the Well and/or the Leases, farmout agreements and farmin agreements related to Seller's interests in the Leases and/or the Well, assignments of operating rights, working interests, subleases, and any and all other agreements relating to the Leases and/or the Well, including, but not limited to, the agreements described in Exhibit "A" (the "Related Contracts");

(d) Rights-of-ways, easements, road use agreements, surface agreements, servitudes and similar interests, permits, authorizations and licenses of any nature owned, held or operated acquired or used in connection with operations on the Well or the Leases to the extent that they are transferable and subject to any consents to assignment or transfer to which they may be subject; and,

(e) Contracts and/or agreements for the purchase of oil, gas and/or other hydrocarbons produced from or allocated to the Well or the Leases to the extend they are transferable and subject to any consents to assignment or transfer to which they may be subject.

TO HAVE AND TO HOLD said oil, gas and mineral leases with all rights thereunder and incident thereto unto Assignees, their successors and assigns forever. This Assignment is being made without warranty of any kind whatsoever, expressed or implied, but with full substitution and subrogation of any and all prior rights and actions of warranty with which Assignor may have.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PROVISION, THIS ASSIGNMENT IS FURTHER MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY, ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE INTHEIR "AS IS, WHERE IS CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCJANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND OF TITLE OR AGAINST INFRINGEMENTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, SATUTORY OR IMPLIED, AS TO THE (I) THE ACCURACY, COMPLETEMESS OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO ASSIGNEE IN CONNECTION WITH THE PROPERTY; (II) THE QUALITY AND QUANTITY OF HYDROCARON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTY; (III) THE ABIITY OF THE PROPERTY TO PRODUCE HYDROCARBONS, INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; OR (IV) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE PROPERTY. The parties agree that to the extent required by applicable law, the disclaimers of certain warranties contained in this section are "conspicuous".

Assignor and Assignee agree to execute, acknowledge and deliver to each other such further documents, and take such other action, as may be reasonably necessary to carry out the purposes of the Agreement.

276456

RECORDED Dec 20 1999 11:35 AM
IN BOOK 112 Otb PAGE 686
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L. Hanks

This Assignment and the legal relationship between the parties hereto shall be governed by, and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of laws.

This Assignment is expressly made subject to all of the terms and conditions of the oil, gas and mineral leases on the attached Exhibit "A", and any agreements between Assignor and Assignees, whether of public record or not.

IN WITNESS WHEREOF, this Assignment is executed on this the 27th day of Oct., 1999, but effective for all purposes as of 7:00 A.M. August 1, 1999.

ASSIGNOR: Guaranty Energy Group 1981

By: David E. Kelm, as Agent

CROWN OIL & GAS COMPANY, INC.

By:

STATE OF Louisiana)
Parish) ss
COUNTY OF Orleans)

Before me, the undersigned authority, on this 27th day of Oct., 1999, personally appeared David E Kelm as G.P. for Guaranty Energy Group 1981 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires: DEBRA L. CASSIBRY NOTARY PUBLIC STATE OF LOUISIANA My Commission is for Life

Notary Public
Address:

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 30th day of Nov., 1999, personally appeared David W Neher, as President of CROWN OIL & GAS COMPANY, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
Jan 2 2000

Notary Public
Address:

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective August 1, 1999 from [redacted], as Assignor, to Crown Oil & Gas Company, Inc., as Assignee.

LEASES

Lessor:	1st National Bank of Kemmerer, Trustee of Fear Family Trust
Original Lessee:	Thomas F.Stroock
Description:	*Insofar and only insofar as said lease Cover the following described lands:* Township 28 North, Range 111 West Section 18: E/2SW/4 less those lands lying East or above the line of survey of the Highline Canal Sublette County, Wyoming
Recorded:	Book 48, Page 632

Lessor:	Patricia Ramage Steadman and husband, Harry J. Steadman
Original Lessee:	Belco Petroleum Corporation
Description:	Township 28 North, Range 111 West Section 18: E/2SW/4 less those lands lying East or above the line of survey of the Highline Canal Sublette County, Wyoming
Recorded:	Book 51, Page 568

WELL

Well Name:	Chapel Canyon #30-18 Well
Located:	Township 28 North, Range 111 West Section 18: SW/4 3943' FEL, 1,500 FSL Sublette County,Wyoming
State of Wyoming ID No.:	49-035-20675

RELATED CONTRACTS

Contract:	Farmout Agreement
Date:	May 20, 1982
Parties:	Getty Oil Company, Farmor; Energetics, Inc., Farmee
Lands Covered:	Township 28 North, Range 111 West Section 18: SW/4 Among other lands Sublette County, Wyoming

689

RECORDED Dec 20 1999 1135 AM
IN BOOK 112 046 PAGE 689
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hunter

276457

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of December 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from BEFORS PARTNERS LIMITED PARTNERSHIP, a COLORADO LIMITED PARTNERSHIP having an address of 5961 S MIDDLEFIELD ROAD, SUITE 100, LITTLETON, CO 80123 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well 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 and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

This Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

Bedford Partners Limited Partnership

By: _____
Jeffrey J. Temaat, President of General Partner

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____
David W. Neher
President

ACKNOWLEDGMENTS

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

Before me, the undersigned authority, on this 7th day of December, 1999, personally appeared Herbert J Tompas, 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, in the capacity therein stated, and as the act and deed of such _____.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
3/19/2001

Notary Public

ANN A. JEMISON NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 20th day of December, 1999, personally appeared DAVID W. NEHER, as President of CROWN OIL & GAS COMPANY, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
Nov. 08 2003

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between _____, Assignor And Crown Oil & Gas Company, Inc., Assignee, Dated Effective December 1, 1999.

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**	*270232*
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**	*801448*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	
Lessor:	**USA WYW-54136**	*801449*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming	

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the **wellbore only of the Bird Canyon Federal #30-15** well described above with all other rights being reserved and retained by Assignor.

RECORDED Dec 20 1999 11:33 AM

IN BOOK 112 Of 6 PAGE 693

FEES $12.00 [illegible] COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Tracy L Hunter

693

276458

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of December 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from D+R Energy Program-1978, a MN Limited Partnership having an address of 6034 Medicine Lake Road, Minneapolis, MN 55422 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well 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 and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

This Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR: D + R Energy Program 1978

By: _____
D.R. Ekstrom, President,
General Partner

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____
David W. Neher
President

ACKNOWLEDGMENTS

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned authority, on this 9th day of December, 1999, personally appeared P. P. Ekstrom, president of D+R Energy, Inc., General Partner of D+R Energy Program 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, in the capacity therein stated, and as the act and deed of such Limited Partnership.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
1-31-2005

Notary Public

SUSAN L. SUNDMACKER
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 20th day of December, 1999, personally appeared DAVID W. NEHER, as President of CROWN OIL & GAS COMPANY, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
NOV. 08, 2003

Notary Public

AMBER HAMMER • NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between _____, Assignor And Crown Oil & Gas Company, Inc., Assignee, Dated Effective December 1, 1999.

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**	*270232*
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**	*801448*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	
Lessor:	**USA WYW-54136**	*801449*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming	

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the **wellbore only of the Bird Canyon Federal #30-15** well described above with all other rights being reserved and retained by Assignor.

696

697

276464

RECORDED Dec. 20 1999 2:30 P M
IN BOOK 112 OAG PAGE 697
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Bird Canyon Federal #30-15
Sublette County, Wyoming

By Cathy Scatton

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of November 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from **TOM BROWN, INC.**, a Delaware corporation having an address of 555 17th Street, Suite 1850, Denver, Colorado 80202-3918 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well 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 and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

[redacted] [redacted] [redacted]

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

This Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

TOM BROWN, INC.

By: _____
Bruce R. DeBoer
Vice President

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By _____
David W. Neher
President

698

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

Before me, the undersigned authority, on this 24th day of November, 1999, personally appeared BRUCE DEBOER, Vice President, for TOM BROWN, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

My Commission Expires May 17, 2000

Notary Public

JAMES C. JODA NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 30th day of November, 1999, personally appeared DAVID W. NEHER, as President of CROWN OIL & GAS COMPANY, INC., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
Jan 2. 2000

Notary Public

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between Tom Brown, Inc., Assignor And Crown Oil & Gas Company, Inc., Assignee, Dated Effective November 1, 1999.

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**	*270232*
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**	*801448*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	
Lessor:	**USA WYW-54136**	*801449*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming	

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the **wellbore only of the Bird Canyon Federal #30-15** well described above with all other rights being reserved and retained by Assignor.

Form 3000-3
(October 1992)

701

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-0290-00

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-133767

Lease Effective Date
(Anniversary Date)
10/01/1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   HS Resources, Inc.
   1999 Broadway, Suite 3600
   Denver, 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 agreement 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 29: All Section 30: Lots 1-4, E2, E2W2 Containing 1,233.04 acres, more or less Sublette County, Wyoming 276542 3:20 P RECORDED December 27 1999 M IN BOOK 1120+A PAGE 101 FEES $ 8.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Deb Peck	100%	100%	None	None	7.5%

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)

STATE OF COLORADO)
) **SS.**
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of November, 19 99, before me personally appeared Jonathan S. Roderick to me personally known, who, being by me duly sworn, did say that he is the Vice-President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jonathan S. Roderick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November, 19 99.

My Commission Expires: 2/11/2001

Lynn A. McBride
Notary Public

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

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 corporation, (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 assignment, 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 are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of November, 19 99
but effective as of 10/1/99
Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick
Jonathan S. Roderick (Signature) Vice President
or
ATTEST:
Attorney-in-fact
Lynne M. Baalman (Signatur Secretary
1557 Ogden Street, Suite 300
(Assignor's Address)
Denver CO 80218
(City) (State) (Zip Code)

Executed this 8th day of December, 19 99

HS Resources, Inc.

Assignee Janet W. Pasque
or Janet W. Pasque Vice President LAND
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

DANIEL UNIT LEASE RE-ASSIGNMENT RIDER AMENDMENT AGREEMENT

WHEREAS, GILMAN A. HILL, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, all located at 7128 S. Poplar Lane, Englewood, Colorado 80112 (collectively referred to as SHAMA ZOE) desire to enter into this DANIEL UNIT LEASE RE-ASSIGNMENT RIDER AMENDMENT AGREEMENT (the Re-Assignment Agreement); and

WHEREAS, GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION, all located at 185 Candlewood Path, Dix Hills, New York 11746 (collectively referred to as LIBERTY) are willing to enter into this DANIEL UNIT LEASE RE-ASSIGNMENT RIDER AMENDMENT AGREEMENT (the Re-Assignment Agreement); and

WHEREAS, ALPINE GAS COMPANY (a d/b/a of SHAMA ZOE), as Unit Operator of the Daniel Unit, Sublette County, Wyoming, has received approval for the suspension of drilling requirements under Section 25 of the Daniel Unit Agreement until January 15, 2000, as set forth in the letter dated October 8, 1999, from the Bureau of Land Management (BLM) in Casper, Wyoming, attached hereto as Exhibit 1 and made a part hereof.

WHEREAS, ALPINE GAS COMPANY (a d/b/a of SHAMA ZOE), has negotiated a farmout option agreement with Titan Energy Corp. (a wholly owned subsidiary of Charger Petroleum Corp.) of Calgary, Alberta, Canada, by which they will commit to drill the Ryegrass #11-13 well as the second unit obligation well of the Daniel Unit, in conformance with the Daniel Unit Agreement and the October 8, 1999 BLM letter (Exhibit 1), extending this drilling obligation date to January 15, 2000.

WHEREAS, the Ryegrass #11-13 well (NESW Sec. 13-T33N-R112W) to be drilled by Titan Energy Corp., et al, as the second unit obligation well, is located on lease WYW-114856, on which a Liberty lease re-assignment obligation exists.

WHEREAS, if said second unit obligation well is not drilled in accordance with the Daniel Unit Agreement, the Daniel Unit would automatically terminate, effective June 16, 1999, and by the terms of the Unit Agreement, all leases therein would terminate as of the end of each lease's primary term without receiving the benefit of any term extension by the Daniel Unit or the termination thereof.

WHEREAS, if said second unit obligation well is not drilled in accordance with the Daniel Unit Agreement and, consequently, this unit is terminated, about 6,480.00 acres of leases in which Liberty owns an overriding royalty interest will be retroactively terminated as of the end of their primary term. These leases are the first three leases listed on Exhibit 2 (i.e., 2,640.00 acres), plus the two leases in Exhibit 3 (i.e., 3,840.00 acres).

WHEREAS, LIBERTY desires to cooperate with SHAMA ZOE to facilitate the consummation of this second unit obligation well under Alpine's farmout option

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RECORDED Jan. 3 2000 @ 9:15 AM
IN BOOK 112 O+G PAGE 703
FEES $ 35.00 M GOUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sweeton

1

agreement with Titan Energy Corp, et al, which is conditional on the execution of this agreement by the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, SHAMA ZOE and LIBERTY, agree as follows:

1. SHAMA ZOE hereby commits to use its best efforts to cause the Ryegrass #11-13 well (NESW Sec. 13-T33N-R112W, Sublette County, Wyoming) to be drilled to a depth of 11,500' or sufficient to test the Lance Formation, whichever is the lesser depth, all in accordance with the Daniel Unit Agreement and the extension of the drilling obligation date set forth in the BLM letter dated October 8, 1999, attached hereto as Exhibit 1. SHAMA ZOE agrees to furnish LIBERTY with a daily drilling and completion report for any well drilled on LIBERTY'S leasehold within Daniel Unit or within a " drilling block" to include its leases, along with copies of all logs, tests, reports and studies attributable thereto.

2. LIBERTY hereby extends the lease re-assignment obligation dates on all leases within the Daniel Unit area on which LIBERTY has held or presently holds a lease re-assignment obligation, which leases are listed and described on Exhibit 2, attached hereto and made a part hereof, until December 21, 2002, and for so long thereafter as SHAMA ZOE or its assigns drills at least one well per year to test either the Lance or Ft. Union Formations at an estimated depth of 11,500' and 7,500', respectively, on a LIBERTY lease listed in Exhibits 2 or 3 or at a location wherein the proposed " drilling block" for said well includes lands from LIBERTY's leasehold as said leases are hereinafter described in Exhibits 2 and 3 to constitute at least 46% of said proposed " drilling block" lands.

3. LIBERTY hereby agrees that SHAMA ZOE is not at this time in default to LIBERTY on any prior agreement regarding said leases listed on Exhibits 2 and 3 and that said leases listed on Exhibit 2 herein are subject only to the original lease re-assignment rider as extended by paragraph 2 herein and are not subject to any terms or commitments of any other prior agreements between the parties hereto. For convenience of reference, a copy of the typical standard original lease re-assignment rider attached to the lease(s) assignments listed on Exhibit 2 is attached hereto as Exhibit 4.

4. Should SHAMA ZOE or its assigns, fail to commence actual drilling of the Ryegrass #11-13 well on or before January 15, 2000, this Agreement shall automatically terminate between the parties hereto.

5. In connection with any and all operations conducted by SHAMA ZOE, on the oil and gas leases set forth in Exhibits 2 and 3, SHAMA ZOE, agrees to indemnify LIBERTY and to save and hold it harmless from and against all claims for property damage of all character including, but not limited to, damages caused to land, stock, crops, fences, buildings, structures, and other improvements; from and against any and all claims for damages or injuries to persons including, but not limited to employees, contractors and sub-contractors of SHAMA ZOE resulting from or arising out of the operations conducted, caused or permitted to be conducted by SHAMA ZOE, on, adjacent to or in connection with those lands described in Exhibits 2 and 3, and against all claims for labor and material and any other costs and expenses, including

attorney's fees, whatsoever, in connection with SHAMA ZOE's operations on the subject lands.

6. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this "DANIEL UNIT LEASE RE-ASSIGNMENT RIDER AMENDMENT AGREEMENT" has been executed on behalf of the parties hereto on the date appearing below their signature, but to be effective as of December 15, 1999.

SHAMA ZOE LIMITED PARTNERSHIP,
a/k/a SHAMA KAFAR LIMITED PARTNERSHIP,
d/b/a ALPINE GAS COMPANY,

By Gilman A. Hill
Gilman A. Hill, General Partner

Date: December 23, 1999

Gilman A. Hill

GILMAN A. HILL, individually
Date: December 23, 1999

LIBERTY PETROLEUM CORPORATION

By
Gregor Klurfeld, President

Date: December 22, 1999

UNITED OIL CORPORATION

By
Gregor Klurfeld, President

Date: December 22, 1999

GREGOR KLURFELD, individually

Date: December 22, 1999

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23rd day of December, 1999, by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, a Colorado Partnership, d/b/a ALPINE GAS COMPANY.

Witness my hand and seal this 23rd day of December, 1999.

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

My Commission Expires:
November 21, 2002

3

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 23rd day of December, 1999, before me personally appeared GILMAN A. HILL, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 23rd day of December, 1999.

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jan. 21, 2002

My Commission Expires:
November 21, 2002

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 22nd day of December, 1999, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of LIBERTY PETROLEUM CORPORATION and that the foregoing instrument was signed by the said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of December, 1999.

Notary Public

My Commission Expires:

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, 1900 2001

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 22nd day of December, 1999, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of UNITED OIL CORPORATION and that the foregoing instrument was signed by the said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of December, 1999.

Notary Public

My Commission Expires:

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, ~~1999~~ 2001

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 22nd day of December, 1999, before me personally appeared GREGOR KLURFELD, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 22nd day of December, 1999.

Notary Public

My Commission Expires:

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires Aug. 31, 1999 2001

EXHIBIT 1

to Dani[redacted]t Lease Re-Assignment Rider[redacted]lment Agreement, effective De[redacted] 15, 1999, by and between GILMAN A. Hill, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA ZOE LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, and GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION.

United States Department of the Interior

3186
(3186.1)
Daniel Unit

BUREAU OF LAND MANAGEMENT
Wyoming Reservoir Management Group - Casper Field Office
1701 East E Street
Casper, Wyoming 82601-2167

OCT 08 1999

Alpine Gas Company
Attn.: Howard Sharpe
6400 S. Fiddler's Green Circle
Plaza Tower One, Suite 1977
Englewood, Colorado 80111

Re: Daniel Unit
Sublette County, Wyoming

Gentlemen:

We are in receipt of your letter dated October 4, 1999, in which you request an extension until January 15, 2000 in which to drill the second unit obligation well in the Daniel Unit.

We have reviewed the justification that you outline in your letter requesting the drilling extension. Specifically, you have made this request pursuant to section 25 (Unavoidable Delay) of the Daniel Unit Agreement. This extension is based on the fact that the only drilling rig in the Wyoming, Utah, and Colorado area capable of drilling the second obligation well is currently under contract and will not become available until approximately November 23, 1999.

We hereby approve a suspension of the drilling requirements under Section 25 of the Daniel Unit Agreement until January 15, 2000, in which to commence the second unit obligation well. This suspension is contingent on the following actions:

1. You must have completed construction of the well pad for the second unit obligation well (Ryegrass #11-13 well) before November 15, 1999.

2. Prior to the continuation of drilling, you must have an approved "Designation of Agent" for the Ryegrass #11-13 Well which designates Titon Energy Corp. to drill this well. Titon Energy must acquire a sufficient oil and gas bond in order for the "Designation of Agent" to be approved.

Failure to complete the actions required above or failure to continue drilling the next unit obligation well by January 15, 2000 will result in the automatic termination of the Daniel Unit effective June 16, 1999.

Please refer any question on this matter to Larry Claypool at (307) 261-7611.

Sincerely,

Asghar Shariff
Chief, Reservoir Management Group

708

EXHIBIT 2

To Daniel Unit Lease Re-Assignment Rider Amendment Agreement, effective December 15, 1999, by and between GILMAN A. HILL, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, and GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION.

All of the below described leases are owned by Shama Zoe Limited Partnership and all are located in the Daniel Unit Area, Sublette County, Wyoming, and are subject to this "Daniel Unit Lease Re-Assignment Rider Amendment Agreement."

LESSOR and LEASE NUMBER	ORIGINAL LESSEE	DESCRIPTION OF LAND	DATE OF LEASE
USA WYW-114062	Liberty Petroleum Corporation	Township 33 North, Range 112 West Section 11: All Section 12: All Containing 1,280 acres, more or less	1-1-1989
USA WYW-114856	Liberty Petroleum Corporation	Township 33 North, Range 112 West Section 13: All Containing 640 acres, more or less	2-1-1989
USA WYW-115622	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 23: All Section 32:S/2SW/4 Containing 720 acres, more or less	4-1-1989
USA WYW-122965	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 11: N/2NW/4 Section 18: Lots 1, 2, E/2NW/4 Section 22: N/2, SW/4, W/2SE/4	1-1-1991

709

		Section 27: W/2NE/4, SE/4NE/4, W/2, SE/4 Section 30: NE/4 Section 32: NW/4NW/4 Section 35: E/2 Containing 1,918.84 acres, more or less	[redacted]
USA WYW-124636	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 35: W/2 Containing 320 acres, more or less	7-1-1991
USA WYW-125638	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 6: Lot 7, SE/4SW/4 Section 7: Lots 1-4, E/2W/2 Section 18: Lots 3, 4, E/2SW/4 Section 19: Lots 1-4, E/2W/2 Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1, 2, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4 Containing 1,515.26 acres, more or less	11-1-1991
USA WYW-129703	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 11: E/2 Section 12: All Section 13: All Section 14: E/2 Containing 1,920 acres, more or less	8-1-1993

EXHIBIT 3

To Daniel Unit Lease Re-Assignment Rider Amendment Agreement, effective December 15, 1999, by and between GILMAN A. HILL, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, and GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION.

The two below described leases are owned by Shama Zoe Limited Partnership and both are located in the Daniel Unit Area, Sublette County, Wyoming. These two leases are not subject to the "Daniel Unit Lease Re-Assignment Rider Amendment Agreement", effective December 15, 1999, but said leases will retroactively expire if the Daniel Unit is terminated prior to drilling the second unit obligation well.

LESSOR and LEASE NUMBER	ORIGINAL LESSEE	DESCRIPTION OF LAND	DATE OF LEASE
USA WYW-102775	Liberty Petroleum Corporation	Township 33 North, Range 111 West Section 8: SE/4NE/4, E/2SE/4 Section 9: All Section 10: All Section 11: SW/4SW/4 Section 14: W/2W/2 Section 28: W/2 Section 29: All Containing 2,560 acres, more or less	8-1-1988
USA WYW-135434	Liberty Petroleum Corporation	Township 33 North, Range 112 West Section 24: All Section 25: all Containing 1,280 acres, more or less	5-1-1988

711

[redacted] [redacted] [redacted]

EXHIBIT 4

To Daniel Unit Lease Re-Assignment Rider Amendment Agreement, effective December 15, 1999, by and between GILMAN A. HILL, individually, SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, and d/b/a ALPINE GAS COMPANY, and GREGOR KLURFELD, individually, LIBERTY PETROLEUM CORPORATION, and UNITED OIL CORPORATION.

" Further, it is agreed that the Assignee will establish, or cause to be established, commercial production on said lease, or on lands with which the said lease is pooled, on or before (specified date on each Lease Rider Assignment) or Assignee will reassign the lease to Assignor, in its entirety, unencumbered by Assignee."

GAH

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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 98-00206 **Assignment Approval Date -** 1-3-00

ASSIGNOR, with name and address at,

Steve A. Tofte
P. O. Box 4221
Casper, WY 82604

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:

T28N, R104W, 6th P.M.
Section 16: All
Sublette Co., WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

276634

100 **percent interest in the total leasehold, or as described in particular above.**

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 OLG PAGE 713
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Soeten

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 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 #* 98-00206 *assignment dated* August 6, 1998

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 6 day of August 19 98.

ASSIGNOR - Steve A. Tofte	Assignee (1) - W. C. Kirkwood
By - Steve A. Tofte	By - W. C. Kirkwood
Title -	Title -
Attest -	Attest -

STATE OF WYOMING)
)ss:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Steve A. Tofte.

Witness my hand and official seal.

My commission expires: [illegible] ADAMS NOTARY PUBLIC STATE OF WYOMING COUNTY OF NATRONA MY COMMISSION EXPIRES OCT. 23, 1999

Shawn L Adams, Notary Public

[illegible] County, [illegible]

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.

98 NOV 11 AM 8 58

[illegible] ASSIGNMENTS AND [illegible]

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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 98-00207 **Assignment Approval Date -** AUG 14 1998

ASSIGNOR, with name and address at,

Steve A. Tofte
P. O. Box 4221
Casper, WY 82604

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:

T28N, R104W, 6th P.M.
Section 20: SW¼NE¼
Sublette Co., WY

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

W. C. Kirkwood
P.O. Box 3439
Casper, WY 82602

100 **percent interest in the total leasehold, or as described in particular above.**

276635

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 O+G PAGE 715
FEES $8.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 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 #* 98-00207 *assignment dated* August 6, 1998

[redacted] [redacted] [redacted]

IGNED AS TO TRANSFER AND ACCEPTANCE this 6 day of August 19 98.

ASSIGNOR - Steve A. Tofte	Assignee (1) W. C. Kirkwood
By - Steve A. Tofte	By - W. C. Kirkwood
Title -	Title -
Attest -	Attest -

STATE OF WYOMING)
)ss:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Steve A. Tofte.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

My commission expires:

Sharol L Adams
, Notary Public
County,

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.

98 NOV 11 AM 8 58
STATE LANDS AND
INVESTMENTS

716

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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 98-00588 **Assignment Approval Date -** AUG 18 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

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, R103W, 6th P.M.
Section 3: Lots 2,3
Sublette Co., WY
Containing 77.73 acres, more or less

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

100 percent interest in the total leasehold, or as described in particular above.

276636

RECORDED Jan. 3, 2000 @ 11:40 AM
IN BOOK 1120+6 PAGE 717
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, No Leasehold but reserving an overriding royalty interest equal to ~~the difference between the existing lease burdens and twenty percent (20%)~~

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 98-00588 *assignment dated* March 15, 1999

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR -	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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.

) 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.

:) 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.)

1) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

1) 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.

5) 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.)

3) 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.

99 JUN 21 AM 10 36

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

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71-04

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 98-00589 **Assignment Approval Date -** AUG 18 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

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, R103W, 6th P.M.
Section 4: Lot 1, S/2NE¼, SE¼NW¼
Sublette Co., WY
Containing 158.95 acres, more or less

For good and valuable consideration, hereby assigns to: **********

1) **ASSIGNEE, with name and address at:**

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276637

100 **percent interest in the total leasehold, or as described in particular above.**

2) **ASSIGNEE, with name and address at:**

RECORDED Jan. 3, 2000 at 11:40 AM
IN BOOK 112 O&G PAGE 719
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Souter

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, No Leasehold but reserving an overriding royalty interest equal to* ~~the difference between existing lease burdens and twenty percent (20%)~~

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.

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR - W. C. Kirkwood	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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.

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7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

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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 98-00590 **Assignment Approval Date -** AUG 18 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

being the owner of 100 **percent** leasehold
(Type Interest: Leasehold/Operating Right/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

T27N, R103W, 6th P.M.
Section 16: All
Sublette Co., WY
Containing 640.00 acres, more or less.

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276638

100 **percent interest in the total leasehold, or as described in particular above.**

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 016 PAGE 721
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, No Leasehold but reserving an overriding royalty interest equal to ~~the difference between existing lease burdens and twenty percent (20%)~~*.

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.

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR -	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

ASSIGNMENT REQUIREMENTS

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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.)

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9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

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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 98-00591 **Assignment Approval Date -** AUG 16 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

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, R103W, 6th P.M.
Section 36: All
Sublette Co., WY
Containing 640.00 acres, more or less.

For good and valuable consideration, hereby assigns to: **********

1) **ASSIGNEE, with name and address at:**

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276639

100 **percent interest in the total leasehold, or as described in particular above.**

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 016 PAGE 723
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

2) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

3) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

4) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

5) **ASSIGNEE, with name and address at:**

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, No Leasehold but reserving an overriding royalty interest equal to *~~the difference between existing lease burdens and twenty percent (20%)~~

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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.

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR -	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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) 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.

) 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.

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) 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.)

) 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.

) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

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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 98-00592 **Assignment Approval Date -** AUG 18 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

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:

T28N, R103W, 6th P.M.
Section 36: ALL
Sublette Co., WY
Containing 640.00 acres, more or less

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276640

100 **percent interest in the total leasehold, or as described in particular above.**

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 Oth PAGE 725
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scaton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, No leasehold but reserving an overriding royalty interest equal to* ~~the difference between existing lease burdens and twenty percent (20%)~~

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 98-00592 *assignment dated* March 15, 1999

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR -	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Notary Public

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.

99 AUG 16 AM 7:30
STATE INVESTMENTS

727

9850

71-08

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 98-00593 **Assignment Approval Date -** AUG 18 1999

ASSIGNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

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:

T28N, R104W, 6th P.M.
Section 36: All
Sublette Co., WY
Containing 640.00 acres, more or less

For good and valuable consideration, hereby assigns to: **********

1) **ASSIGNEE, with name and address at:**

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276641

100 **percent interest in the total leasehold, or as described in particular above.**

2) **ASSIGNEE, with name and address at:**

RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 OTG PAGE 727
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Duston

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, No Leasehold but reserving an overriding royalty interest equal to ~~the difference between existing lease burdens and twenty percent (20%)~~

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.

*3.33%, resulting in a net revenue interest delivered to Wolverine of 80%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR - W. C. Kirkwood	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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.

729

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

Lease Serial No.
WYW-141152

Lease Effective Date
(Anniversary Date)
05/01/97

New Serial No.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 APR 12 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)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza, 55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

WY-7-9

*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
T27N, R103W, 6th P. M. Section 2: SENE; Section 4: Lots 2-4, SWNW, S/2; Section 5: Lots 1-4, S/2N/2, S/2; Section 6: Lots 1-7, S/2NE, SENW, E/2SW, SE; Section 7: Lots 1-4, E/2, E/2W/2;. Section 8: All Section 9: All Section 15: N/2, SW; Section 17: All Section 18: Lots 1-4, E/2, E/2W/2; Section 19: Lots 1-4, E/2W/2; Section 26: SWNW Section 27: N/2, W/2SW, SESW, SE; (cont)	100%	100%	-0-	6.25% of 8/8ths	-0-

276642
RECORDED Jan. 3, 2000 @ 11:40AM
IN BOOK 112 O+G PAGE 729
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorensen

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

FOR ASSIGNED

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 land MAY 1 1999

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

/s/ THERESA M. STEVENS
By _____
(Authorized Officer)

LAND LAW EXAMINER OCT 22 1999
(Title) (Date)

Part A (Continued): [redacted] SPACE for Names and addresses of additional assign[redacted] No. 1, if needed, or for Land Description in Item No. 2[redacted]

T27N, R103W, 6th P. M. (Cont)

Section 30: Lots 1-4, E/2W/2;

Section 31: Lots 1-4, E/2W/2, E/2.

Sublette Co., WY

Containing 7341.07 acres, more or less.

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (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 15 day of March, 1999

Name of Assignor as shown on current lease W. C. Kirkwood
Please type or print

Assignor W. C. Kirkwood
(Signature)

or
Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 15th day of March, 1999

Wolverine Gas and Oil Corporation

Assignee Sidney J. Jansma, Jr., President and CEO

or
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 of 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 State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

731

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 APR 12 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-141158

Lease Effective Date
(Anniversary Date)
05/01/97

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza, 55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 27N, R104W, 6th P. M. Section 22: NE; Section 23: N/2, N/2S/2; Section 24: All; Section 34: S/2; Section 35: N/2N/2, N/2S/2. Sublette Co., WY Containing 1920.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276643

RECORDED Jan. 3, 2000 @ 11:40 AM
IN BOOK 112 O&G PAGE 731
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sooter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

Assignment approved effective MAY 01 1999

By /s/ Theresa M. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

LAND LAW EXAMINER (Title)

OCT 26 1999 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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 WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

xtify 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.

xecuted this 15 day of March, 1999

ame of Assignor as shown on current lease W. C. Kirkwood
Please type or print

ssignor W. C. Kirkwood
(Signature)

or
ttorney-in-fact _____

. O. Box 3439

asper, WY 82602
(City) (State) (Zip Code)

Executed this 15th day of March, 1999

Wolverine Gas and Oil Corporation

Assignee Sidney J. Jansma, Jr., President and CEO

or
Attorney-in-fact _____

blic 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 l reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau earance 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 oject (1004-0034), Washington, D.C. 20503.

le 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 State any false, fictitious or fraudulent tements or representations as to any matter within its jurisdiction.

733

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 APR 12 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-147642

Lease Effective Date
(Anniversary Date)
01/01/99

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza, 55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

71-25

*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	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
T27N, R105, 6th P. M. Section 11: All; Section 12: All; Section 13: All; Section 14: All. Sublette Co., WY Containing 2560.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276644

RECORDED Jan. 3, 2000 @ 11:40 AM
IN BOOK 112 Otc PAGE 733
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE FOR ASSIGNED

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;
Assignment approved effective MAY 1 1999

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By /s/ THERESA M. STEVENS (Authorized Officer)

LAND LAW EXAMINER (Title) OCT 27 1999 (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

... — 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 15 day of March, 1999

Name of Assignor as shown on current lease W. C. Kirkwood
Please type or print

Assignor W C Kirkwood
(Signature)

or
Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 15th day of March, 19 99

Wolverine Gas and Oil Corporation

Assignee
Sidney J. Jansma, Jr., President and CEO

or
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 of 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 State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

735

9762

71-C1

ve 11-86
ML-2
ed 4-96)
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

ming Oil & Gas Lease Serial Number 98-00206 Assignment Approval Date - AUG 16 1999

GNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

; the owner of 100 percent leasehold
(Type interest: Leasehold/Operating Rights/Overriding Royalty)

st in this lease, described in particular if less than the total leasehold as:

T28N, R104W, 6th P.M.
Section 16: All
Sublette Co., WY
Containing 640.00 acres, more or less.

good and valuable consideration, hereby assigns to: **********

SSIGNEE, with name and address at:

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

276645

RECORDED Jan. 3, 2000 10 11:00 AM
IN BOOK 112 OTC PAGE 735
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

100 percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

d reserving unto ASSIGNOR, No Leasehold but reserving an overriding royalty interest equal to ~~the difference between existing lease burdens and eighteen and three fourths percent (18.75%)~~

his assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the irector, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds at such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

SSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by gning on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing e lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

his form may be duplicated.
space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 98-00206 *assignment dated* March 15, 1999

*6.25%, resulting in a net revenue interest delivered to Wolverine of 81.25%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 1999.

ASSIGNOR -	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by W. C. Kirkwood.

Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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.

737

9763

71-02

ve 11-86
ML-2
sd 4-96)
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

ming Oil & Gas Lease Serial Number 98-00207 Assignment Approval Date - AUG 18 1999

GNOR, with name and address at,

W. C. Kirkwood
P. O. Box 3439
Casper, WY 82602

the owner of 100 percent leasehold
(Type interest: Leasehold/Operating Rights/Overriding Royalty)

st in this lease, described in particular if less than the total leasehold as:

T28N, R104W, 6th P.M.
Section 20: SW¼NE¼
Sublette Co., WY
Containing 40.00 acres, more or less.

ood and valuable consideration, hereby assigns to: **********

SSIGNEE, with name and address at:

Wolverine Gas and Oil Corporation
One Riverfront Plaza, 55 Campau, N.W.
Grand Rapids, MI 49503-2616

100 percent interest in the total leasehold, or as described in particular above.

276646

RECORDED Jan. 3, 2000 @ 11:10 AM
IN BOOK 112 OR6 PAGE 737
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

SSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

SSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

l reserving unto ASSIGNOR, No Leasehold but reserving an overriding royalty interest equal to* ~~the difference between existing lease burdens and~~ eighteen and three-fourths percent (18.75%)

is assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the rector, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds t such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

SIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by ning on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

is form may be duplicated.
space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 98-00207 *assignment dated* March 15, 1999

*6.25%, resulting in a net revenue interest delivered toWolverine of 81.25%.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15 day of March 19 99.

ASSIGNOR - W. C. Kirkwood	Assignee (1) - Wolverine Gas and Oil Corporation
By - W. C. Kirkwood	By -
Title -	Title - Sidney J. Jansma, Jr., President and CEO
Attest -	Attest -

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

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Witness my hand and official seal.

SHAROL L. ADAMS NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23, 1999

Sharol L Adams
Notary Public

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9) Assignments will not be considered for approval while assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

99 JUN 21 AM 10 36
STATE LANDS AND INVESTMENTS

739

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
W-120245

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 LEONARD LUNING
   Street 44 INVERNESS DRIVE EAST, BLDG. D
   City, State, Zip Code ENGLEWOOD, COLORADO 80112

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.: 8904-661 *Sale Date (m/d/y): 04 / 04 / 89
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. 33N R. 109W Meridian 6th P.M. State Wyoming County Sublette

   Sec. 32: NW¼NW¼

276690

RECORDED Jan. 7, 2000 @ 8:30 AM
IN BOOK 112 O&G PAGE 739
FEES $ 18.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

Amount remitted: Filing fee $ 75.00 Rental fee $ 60.00 Total acres applied for 40.00
Total $ 135.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAME LAND DESCRIPTION AS ITEM 2

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. Pateet
(Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title) MAY 2 1990 (Date)
EFFECTIVE DATE OF LEASE JUN 1 1990

FOR LESSEE

(Continued on reverse)

[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 20th day of April, 19 90.

[redacted]
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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 - 201-964 - 415/86760

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.

[redacted] [redacted] [redacted]

WYW120744

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease.

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.

WYW1 00245

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.

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WYW120245

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 the sage grouse strutting ground within sec. 32, NWNW. 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.

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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.

WYW120245

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.

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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-120245

Lease Effective Date (Anniversary Date) June 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Questar Explortion and Production Company
   Street 1331 17th Street, Suite 800
   City, State, ZIP Code Denver, Colorado 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 32: NW/4NW/4 Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	3.33%	-0-

276691

RECORDED Jan. 7, 2000 at 8:30 AM
IN BOOK 112 OTG PAGE 746
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

RECEIVED
99 OCT 13 AM 9:00
BUREAU OF LAND MANAGEMENT
PINEDALE, WYOMING

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

Assignment approved effective NOV 01 1999

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

DEC 07 1999
(Date)

746

Tear Tear Tear

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.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me by Leonard Luning,
this 20th day of September, 1999

WITNESS my hand and official seal.

My Commission Expires: July 29, 2001

Notary Public

OFFICIAL SEAL
SONDRA WALKER
Notary Public - State of Nevada
CLARK COUNTY
My Comm. Expires July 29, 2001
99-1746-1

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 authprizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of September, 19 99

Name of Assignor as shown on current lease Leonard Luning
Please type or print

Assignor or Attorney-in-fact Leonard Luning (Signature)
Spouse Signature (Signature)

44 Inverness Drive East, Bldg D
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 4th day of October, 19 99

Questar Exploration and Production Company

Assignee or Attorney-in-fact G.L. Nordloh (Signature) President/CEO
(Signature)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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 per nowingly and willfully to make to any Department or ag of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.