Form 3100-11b
(October 1992) 3a

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148538
71-43

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

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.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. R. Meridian State County

276697

RECORDED Jan. 7, 2000 10:20 A.M.
IN BOOK 113 046 PAGE 1
FEES $ 18.00
SUBLETTE COUNTY, PINEDALE WYOMING

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 104OW 06th Meridian WY State Sublette County

Sec. 003 LOTS 1-4;
003 S2N2,S2;
004 LOTS 1-4;
004 S2N2,S2;
009 E2;
010 ALL;

Total acres in lease 2248.950
Rental retained $ 3373.50

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)

JUL 23 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

2

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 5TH day of AUGUST, 19 99. Clark W. Lee
(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 [illegible] 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 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 insure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148538

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.

WYW148538

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]

WYW148538

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 Rock Springs Field Office 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.)

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 Rock Springs Field Office 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.)

[redacted] [redacted] [redacted]

WYW148538

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 3100-11h
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW148539
71-44

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 NYE CLARK W
   Street 5805 NW GRAND BLVD # e
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

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

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

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

T. _____ R. _____ Meridian _____ State _____ County

276698

RECORDED January 7, 2000 10:20AM
IN BOOK 113 O&G PAGE 8
FEES $ 5.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 104OW 06th Meridian WY State Sublette County

sec. 005 SENE,S2NW,S2;
006 LOTS 1-7;
006 S2NE,SENW,E2SW,SE;
007 LOTS 1-4;
007 N2NE,SWNE,E2W2;
008 ALL;
009 W2;

Total acres in lease 2444.150
Rental retained $ 3667.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title) JUL 23 1999 (Date)

EFFECTIVE DATE OF LEASE AUG 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 association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interest, direct and indirect, in 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.

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Duly executed this 5th day of AUGUST, 19 99

Chuck W. Low
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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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.

WYW148539

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.

WYW148539

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.

WYW148539

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 Rock Springs Field Office 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]

WYW148539

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 Rock Springs Field Office 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.)

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW148540

71-45

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 NYE CLARK W
   Street 5805 NW GRAND BLVD # C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

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

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

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

T. _____ R. _____ Meridian _____ State _____

276699

RECORDED Jan. 7, 2000 @ 10:20AM
IN BOOK 113046 PAGE 15
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 104OW 06th Meridian WY State Sublette County

sec. 017 ALL;
018 LOTS 1-3;
018 NENE,S2NE,SESW,SE;
020 ALL;
022 W2W2,SENW,NESW,N2SE,SESE;
023 S2SW;

Total acres in lease 2146.810
Rental retained $ 3220.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 23 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 5th day of AUGUST, 19 99. Chuck W. Fox
(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 of the lease, or due to 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 is 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.

WYW148540

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

WYW148540

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]

WYW148540

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 Rock Springs Field Office 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.)

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 Rock Springs Field Office 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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW148540

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 Rock Springs Field Office 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.

Form 3100-11 ee
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148541
71-46

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 NYE CLARK W
   Street 5805 NW GRAND BLVD # C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

276700

RECORDED Jan 7, 2000 @ 10:20 A.M.
IN BOOK 113 O+G PAGE 23
FEES $ 15.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locke

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 104OW 06th Meridian WY State Sublette County

sec. 030 LOTS 1-4;
030 E2,E2W2;
031 LOTS 1-4;
031 E2,E2W2;
032 ALL;
033 ALL;

Total acres in lease 2528.240
Rental retained $ 3793.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section JUL 23 1999
(Title)

EFFECTIVE DATE OF LEASE AUG 01 1999

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable 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(g) 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 5th day of August, 19 99. Clark W. Poe
(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 appraised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148541

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.

WYW148541

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]

WYW148541

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 Rock Springs Field Office 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.)

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 Rock Springs Field Office 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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW148541

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.

30

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148542
71-47

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

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.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. _____ R. _____ Meridian _____ State _____ County

276701

RECORDED Oct. 7 2000 at 9:20 AM
IN BOOK 113 Misc PAGE 30
FEES $20.00
SUBLETTE COUNTY, PINEDALE WYOMING

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. 104OW 06th Meridian WY State Sublette County

sec. 001 LOTS 1-4;
001 S2;
002 LOTS 1-4;
002 S2;
009 SESE;
010 E2,SENW,NESW,S2SW;
010 NENW (EXCL 4.61 AC IN
010 RSVR ROW WYE02636);
011 N2,SW;
012 ALL;

Total acres in lease 2538.650
Rental retained $ 3808.50

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)

JUL 23 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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.

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Duly executed this 5th day of AUGUST, 19 99. Chad W. Tyler
(Signature of Lessee or Attorney-in-fact)

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

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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.

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.

WYW148542

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.

WYW148542

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 Rock Springs Field Office 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]

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 Rock Springs Field Office 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.)

WYW148542

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 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.)

WYW148542

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. 71-48

WYW148543

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

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

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

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

T.	R.	Meridian	State	County

276702

RECORDED Jan 7, 2000 @ 10:20 AM
IN BOOK 1130-G PAGE 38
FEES $24.00
SUBLETTE COUNTY, PINEDALE WYOMING

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

Total acres in lease 1969.750
Rental retained $ 2955.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

JUL 26 1999 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

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 und[redacted] 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 a[redacted] 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. VRC 04-1033

(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. VRC 04-1033

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

Duly executed this 5th day of August, 19 99

Chad W. Pew
(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 (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 interest 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.

WYW148543

Sublette CO.

T.0280N, R.1040W, 06th PM, WY

sec.	003	LOTS 1-3;
	003	NESW,N2SE,SESE;
	003	LOT 4,SESW,SWSE (EXCL
	003	29.56 AC IN RSVR ROW
	003	WYE02636);
	004	LOTS 1-3;
	004	E2SW,SE;
	006	LOTS 1-6;
	006	E2SW,SE;
	007	LOTS 1-4;
	007	E2,E2W2;
	008	NWSE;
	018	LOTS 1-4;
	018	E2W2;

[redacted] [redacted] [redacted]

WYW148543

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.

WYW148543

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.

WYW148543

SPECIAL COAL BED METHANE STIPULATION

1) You are restricted from drilling for, mining, extracting, removing or disposing of the coal bed methane;

2) Where the United States did not reserve the coal resources underlying any or all of the land included in this lease;

3) Pending a final court decision on the *Southern Ute Indian Tribe* v. *Amoco et al.* (10th Cir. 1997) ruling.

WYW148543

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 to Apr 30;

On the lands described below:

(2) as mapped on the Rock Springs Field Office 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]

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 Rock Springs Field Office 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.)

WYW148543

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 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.)

[redacted] [redacted] [redacted]

WYW148543

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148544
71-49

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 NYE CLARK W.
Street 5805 NW GRAND BLVD #C
City, State, Zip Code OKLAHOMA CITY, OK 73118

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.: _____ *Sale Date (m/d/y): ____ / ____ / ____
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. _____ R. _____ Meridian _____ State _____ County

276703

RECORDED Jan. 7, 2000 10:10:20AM
IN BOOK 130-G PAGE 48
FEES $16.00
SUBLETTE COUNTY, PINEDALE WYOMING

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. 104OW 06th Meridian WY State Sublette County
sec. 013 ALL;
014 S2S2;
015 ALL;

Total acres in lease 1440.000
Rental retained $ 2160.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title)

JUL 26 1999 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease 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 5th day of AUGUST, 19 99

(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.

WYW148544

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.

WYW148544

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.

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 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.)

[redacted] [redacted] [redacted]

WYW148544

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148545
71-50

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

276704

RECORDED Jan. 7, 2000 @ 10:22AM
IN BOOK 113 046 PAGE 54
FEES $ 15.00
SUBLETTE COUNTY, PINEDALE WYOMING

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. 104OW 06th Meridian WY State Sublette County

sec. 017 NE,E2NW,S2;
018 N2NE,SWNE,SE;
019 LOTS 1-4;
019 E2,E2W2;
020 N2NE,S2NW,SW,W2SE;
021 N2,N2SW,SESW,SE;

Total acres in lease 2461.280
Rental retained $ 3693.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

JUL 26 1999 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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

Duly executed this 5th day of AUGUST, 19 99

Chad W. Lyon
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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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 (Section 31 of 30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

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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.

WYW148545

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.

WYW148545

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.

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 Rock Springs Field Office 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]

WYW148545

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 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.)

WYW148545

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 3106-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148546
71-51

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. Attv. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name NYE CLARK W
   Street 5805 NW GRAND BLVD #C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

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. _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. _____ R. _____ Meridian _____ State _____ County

276705

RECORDED Jan 7, 2000 @ 10:20AM
IN BOOK 113 O&G PAGE 161
FEES $20.00 M COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

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. 104OW 06th Meridian WY State Sublette County

sec. 022 ALL;
023 ALL;
024 ALL;
025 NE,N2NW,SWNW,S2;

Total acres in lease 2520.000
Rental retained $ 3780.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's total acreable 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 5TH day of AUGUST, 19 99

Chuck W. Tyler
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148546

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.

WYW148546

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]

WYW148546

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 Rock Springs Field Office 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.)

WYW148546

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 Rock Springs Field Office 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]

[redacted] [redacted] [redacted]

WYW148546

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 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.)

WYW148546

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW148547
71-52

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 NYE CLARK W
Street 5805 NW GRAND BLVD #C
City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

276706

RECORDED Jan. 7, 2000 at 8:20AM
IN BOOK 113 O&G PAGE 69
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 104OW 06th Meridian WY State Sublette County
sec. 026 ALL;
027 ALL;
034 ALL;
035 ALL;

Total acres in lease 2560.000
Rental retained $ 3840.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

POR LESSEE

69

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 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. [illegible] 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 5th day of AUGUST, 19 99

Chad W Lee
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148547

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.

WYW148547

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]

WYW148547

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 Rock Springs Field Office 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.)

WYW148547

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 Rock Springs Field Office 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]

[redacted] [redacted] [redacted]

WYW148547

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 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.)

WYW148547

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 3100-11b
(October 1972)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148548
71-53

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 NYE CLARK W
   Street 5805 NW GRAND BLVD # C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

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

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

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

T. R. Meridian State County

276707

RECORDED Jan. 7, 2000 10:20AM
IN BOOK 113 OFG PAGE 77
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 104OW 06th Meridian WY State Sublette County
sec. 028 E2,E2W2;
033 E2,E2W2;

Total acres in lease 960.000
Rental retained $ 1440.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

JUL [redacted] (Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

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

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, 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 5th day of AUGUST, 19 97 — Chuck W. Low
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148548

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.

WYW148548

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]

WYW148548

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 Rock Springs Field Office 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.)

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 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.)

[redacted] [redacted] [redacted]

WYW148548

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.

84

orm 3100-11b
October 1990

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148549
71-54

OFFER TO LEASE AND LEASE FOR OIL AND GAS

he 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 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

Name NYE CLARK W
Street 5805 NW GRAND BLVD #C
City, State, Zip Code OKLAHOMA CITY, OK 73118

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

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

276708

RECORDED Jan. 7, 2000 @ 10:20 AM
IN BOOK 113 OLG PAGE 84
FEES $ 18.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacey

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. 104OW 06th Meridian WY State Sublette County
sec. 029 ALL;
030 LOTS 1-4;
030 E2,E2W2;
032 N2,SW,N2SE;

Total acres in lease 1819.920
Rental retained $ 2730.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 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 association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interest, direct and indirect, in 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 5th day of AUGUST, 19 99

Chuck W. Tyus
(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.

WYW148549

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.

WYW148549

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.

WYW148549

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]

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 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.)

WYW148549

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 3100-11B
(October 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148550 71-55

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 NYE CLARK W
   Street 5805 NW GRAND BLVD # C
   City, State, Zip Code OKLAHOMA CITY, OK 73118

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.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. _____ R. _____ Meridian _____ State _____ County

276709

RECORDED Jan 7, 2000 @ 10:20 AM
IN BOOK 113 Of 6 PAGE 91
FEES $22.00 M. GOUDY, CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loader

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. 105OW 06th Meridian WY State Sublette County

sec. 001 LOTS 1-4;
001 SW;
002 LOTS 1-4;
002 S2;
003 LOTS 1-3,5;
003 N2SW,SESW;
004 LOTS 1,2,5,6;
004 S2;
008 E2;
009 N2NW,SWNW,SW;
010 NE,NENW,S2NW;
011 N2NE,NW,NWSW;

Total acres in lease 2337.45-3507.00
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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. 4 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 covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this 5th day of AUGUST, 19 92

Clark W. Tyler
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148550

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.

WYW148550

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]

WYW148550

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: Penstemon paysoniorum, Payson's beardtongue;

WYW148550

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 Rock Springs Field Office 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.)

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 Rock Springs Field Office 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.)

WYW148550

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, erosive soil, and wildlife 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.)

WYW148550

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.

100

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148551
7-56

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #
   City, State, Zip Code OKLAHOMA CITY, OK 73118

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.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. R. Meridian State County

276710

RECORDED Jan. 7, 2000 @ 10:20 AM
IN BOOK 113 016 PAGE 100
FEES $ 19.00
SUBLETTE COUNTY, PINEDALE WYOMING

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. 105OW 06th Meridian WY State Sublette County

sec. 013 W2,SE;
014 E2;
015 W2,SE;
021 N2;
022 W2;
023 NE;
024 N2;

Total acres in lease 2400.000
Rental retained $ 3600.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 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 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.

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Duly executed this 5th day of AUGUST, 19 99.

Chuck W Ryan
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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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.

WYW148551

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.

WYW148551

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.

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 Rock Springs Field Office 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 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.)

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148553
71-57

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 NYE CLARK W
   Street 5805 NW GRAND BLVD #
   City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

276711

RECORDED Jan. 7, 2000 @ 10:20 AM
IN BOOK 113 OF G PAGE 107
FEES $20.00 In COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Carter

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. 105OW 06th Meridian WY State Sublette County

sec. 021 S2;
027 W2;
028 N2,N2SW,SWSW,SE;
029 E2;
032 E2;
034 N2NE,W2,SE;

Total acres in lease 2440.000
Rental retained $ 3660.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and applicable 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. 30 U.S.C.

(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 covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this 5th day of August, 19 99. Chad W. Tyler
(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 support costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148553

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.

WYW148553

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]

WYW148553

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.)

WYW148553

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 Rock Springs Field Office 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.)

[redacted] [redacted] [redacted]

WYW148553

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 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.)

WYW148553

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]

form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW148555
71-58

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 NYE CLARK W
Street 5805 NW GRAND BLVD #
City, State, Zip Code OKLAHOMA CITY, OK 73118

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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

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

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

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

T. R. Meridian State County

276712

RECORDED Jan 7, 2000 at 10:20 M
IN BOOK 113 OR6 PAGE 115
FEES $20.00 by COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 106OW 06th Meridian WY State Sublette County

sec. 001 LOTS 1-4;
001 S2S2;
002 LOTS 1-4;
002 S2S2;
010 N2,SE;
011 ALL;

Total acres in lease 1798.110
Rental retained $ 2698.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

JUL 26 1999
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1999

(Continued on reverse)

FOR LESSEE

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

(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 5th day of AUGUST, 19 99. Charles W. Tyler
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW148555

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.

WYW148555

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]

WYW148555

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.)

WYW148555

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 Rock Springs Field Office 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]

[redacted] [redacted] [redacted]

WYW148555

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 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.)

WYW148555

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]

C55735

PRODUCTION ASSIGNMENT
Stipulation of Borehole Ownership and Interest in Production

STATE OF WYOMING §

COUNTY OF SUBLETTE §

WHEREAS, the parties hereto desire to clarify and establish the borehole ownership and interest in production of the Tip Top T22X-24G well located in Section 24, Township 28 North, Range 114 West, **insofar and only insofar as it pertains to the Muddy Formation.** The Muddy Formation is defined in the T84X-23G well, Section 24, Township 28 North, Range 114 West, as the measured depth between 6970 feet and 7300 feet.

WHEREAS, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid unto each other, the receipt and sufficiency of which is hereby acknowledged, the parties listed below do hereby stipulate and agree to the percentages as set forth below applicable to the borehole ownership and interest in production therefrom of the Tip Top T22X-24G well, located in Section 24, Township 28 North, Range 114 West and having API No. 49-035-21818-0000, as to the Muddy formation only.

Mobil Oil Corporation		88.26893%
Phillips Petroleum Company		11.73107%
	Total	100.00000%

NOW, THEREFORE, the parties hereby grant, bargain, sell, transfer, assign, and cross-convey each unto the other, their heirs, successors and assigns, such interest in the T22X-24G well as is necessary to effect the stipulated distribution of the borehole and production interests as set forth above.

WHEREAS, this Stipulation of Borehole Ownership and Interest in Production is made expressly subject to the terms and provisions of that certain Letter Agreement dated November 4, 1998, by and between Mobil Exploration & Producing U.S. Inc., as Agent for Mobil Oil Corporation, and Phillips Petroleum Company.

WHEREAS, this Stipulation of Borehole Ownership and Interest in Production is made by and among the parties hereto without warranty of any kind, either express or implied.

EXECUTED this 20th day of October, 1999.

MOBIL OIL CORPORATION

By: G T Jenkins
G.T. Jenkins, Attorney-in-Fact

By: M J Scheffler
M.J. Scheffler, Attorney-in-Fact

PHILLIPS PETROLEUM COMPANY

By: J P Gregory
J. P. Gregory, Attorney-in-Fact cjt

276755

RECORDED Jan. 11, 2000 @ 2:00 PM
IN BOOK 113 D+G PAGE 123
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 20th day of October, 1999, by J. P. Gregory, as Attorney-in-Fact on behalf of Phillips Petroleum Company.

JUDY ROGERS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 16, 2000

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 30th day of ~~October,~~ November, 1999, by G.T. Jenkins and M.J. Scheffler as Attorneys-in-Fact on behalf of Mobil Oil Corporation.

JENNIFER A. JETER
MY COMMISSION EXPIRES
September 14, 2002

Notary Public

CJT:jr 99-184.doc

WY-1180

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-118159

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lance Oil & Gas Company, Inc.
   Street 12200 N. Pecos Street
   City, State, ZIP Code Denver, CO 80234

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West Section 27: W/2NE/4, W/2, SE/4 Section 28: All Section 33: E/2E/2, SW/4NE/4, NW/4SE/4 Section 34: All Section 35: W/2W/2 Containing 2,240.00 acres, more or less Sublette County, Wyoming	100%	25%	75%	-0-	Of record

276756

RECORDED Jan 11, 2000 @ 2:10 PM
IN BOOK 113 O+G PAGE 124
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soder

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

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

WY-32327

[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) ACKNOWLEDGMENT (For use by Corporation)
)SS
COUNTY OF DOUGLAS)

On this 7th day of May, 1998, before me personally appeared R.G. "Jerry" Albertus, to me personally known, who, being by me duly sworn, did say that is the President of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said R.G. "Jerry" Albertus acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 7th day of May, 1998.

Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 7th day of May, 19 98

Name of Assignor as shown on current lease ULTRA RESOURCES, INC.
Please type or print

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

R. G. "Jerry" Albertus, President
(Assignor's Address)

304 Inverness Wy S., Englewood, CO
(City) (State) (Zip Code)

Executed this 16th day of June 19 98

LANCE OIL AND GAS COMPANY, INC.

Assignee _____
(Signature)
or
Attorney-in-fact _____
(Signature)
Ralph W. Ponfick, Attorney-in-Fact

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

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

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

126

WY-051-00014-00

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HARRY G. SHAPIRO, EXECUTOR OF THE MORRIS KLINE ESTATE, 1021 West 21st Street, Cheyenne, Wyoming, 82001, hereinafter referred to as "Assignor", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto McMURRY OIL COMPANY, 370 17th Street, Suite 3020, Denver, Colorado, 80202, hereinafter referred to as "Assignee" One Hundred Percent (100%) of Assignor's overriding royalty interest burdening that certain Federal Oil and Gas Lease identified as WYW-018039, dated effective October 1, 1952, issued by the United States Department of Interior, Bureau of Land Management to Morris Kline covering the following described land in SUBLETTE COUNTY, STATE OF WYOMING:

Township 30 North, Range 108 West, 6th P.M.
Section 3: SW/4SE/4
Section 14: SW/4SE/4, NW/4NW/4
Section 17: SE/4SE/4
Section 18: NE/4NE/4
Section 22: NE/4SW/4
Section 23: SW/4NE/4

Township 31 North, Range 108 West, 6th P.M.
Section 33: NW/4NE/4, SW/4SE/4

containing three hundred sixty (360.00) acres, more or less.

This Assignment is executed and delivered without any representation or warranty of title, either express or implied, except that Assignor warrants title to Assignee to be free of all liens and encumbrances created by, through or under Assignor.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the lease and with each transfer or assignment thereof.

EXECUTED as of the 22nd day of December, 1999, but effective as of 12:01 a.m. December 1, 1999.

MORRIS KLINE ESTATE

By: Harry G. Shapiro
Harry G. Shapiro, Executor of the Morris Kline Estate

STATE OF Wyoming)
)ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 22nd day of December, 1999 by Harry G. Shapiro, Executor of the Morris Kline Estate.

Witness my hand and official seal.

Linda Burton
Notary Public

(SEAL)

276767
My commission expires: May 6, 2002

RECORDED Jan. 12, 2000 @ 4:25 pM
IN BOOK 1130+6 PAGE 126
FEES $6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sue

LINDA BURTON - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 6, 2002

RECORDED Jan. 13 2000 @ 4:20PM
IN BOOK 1130 MG PAGE 127
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

276786

Form Approved by the Board
and Effective January 6, 1998

LEASE NO 99-00596
PARCEL NO.: 838
FUND: C.S.

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**:

Marshall & Winston, Inc. (85%) R. Ken Williams (10%) W.D. Anderson & Sons (5%)

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 **SW4NE4 Section 18, Res. Twp. 27 N., Rg. 106 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: (SEE ATTACHED ADDENDUM)

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____

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.

DEC 13 AM 11 15

[redacted] [redacted] [redacted]

ADDENDUM

Attached to that certain State of Wyoming Oil
and Gas Lease No. 99-00596 dated November 2, 1999
in favor of Marshall & Winston, Inc. et al

LESSEES:

ATTEST:

By: _____
Robert H. Ritchie
Secretary-Treasurer

MARSHALL & WINSTON, INC.

By: _____
William S. Marshall
President
P. O. Box 50880
Midland, Texas 79710-0880
(915) 684-6373

_____
R. KEN WILLIAMS
P. O. Box 10626
Midland, Texas 79702
(915) 684-5765

W. D. ANDERSON & SONS

By: _____
Payton V. Anderson, Partner
P. O. Box 136
Midland, Texas 79702
(915) 682-1657

130

RECD Jan. 13 2000 @ 4:10 PM
IN BOOK 113 Oil & Gas PAGE 130
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

276787

LEASE NO.: 99-00597
PARCEL NO.: 839
FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

Marshall & Winston, Inc. (85%) R. Ken Williams (10%) W.D. Anderson & Sons (5%)

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40.00 **SW4SE4 Section 34, Res. Twp. 27 N., Rg. 106 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.

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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.

STATE LANDS & INVESTMENTS SEAL

By: _____
Director
Office of State Lands and Investments

LESSEE: (SEE ATTACHED ADDENDUM)

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____

[redacted] [redacted] [redacted]

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.

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(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.

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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 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.

ADDENDUM

Attached to that certain State of Wyoming Oil and Gas Lease No. 99-00597 dated November 2, 1999 in favor of Marshall & Winston, Inc. et al

LESSEES:

ATTEST:

By: _____
Robert H. Ritchie
Secretary-Treasurer

MARSHALL & WINSTON, INC.

By: _____
William S. Marshall
President
P. O. Box 50880
Midland, Texas 79710-0880
(915) 684-6373

_____
R. KEN WILLIAMS
P. O. Box 10626
Midland, Texas 79702
(915) 684-5765

W. D. ANDERSON & SONS

By: _____
Payton V. Anderson, ~~Partner~~
P. O. Box 136
Midland, Texas 79702
(915) 682-1657

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL & GAS LEASES

Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112 hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey unto Arrowhead Resources (USA) Inc., Suite 1100, 609 West Hasting Street, Vancouver BC, Canada V6B 4W4, an undivided 54.39% of Assignor's right, title and interest in and to the certain oil and gas leases described on Exhibit "A"

This assignment is made without warranty of title, either expressed or implied, and is made:

1. Subject to all royalties, overriding royalties and other burdens upon the leases existing as of the date hereof; and

2. Subject to all provisions of the leases.

This Assignment shall inure to the benefit of and be binding upon the heirs, devisees, legal representatives, successor and assigns of the parties hereto.

EXECUTED this 9th day of December 1999.

276852

RECORDED Jan. 18, 2000 @ 10:45 AM
IN BOOK 1130+6 PAGE 133
FEES $ 42.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ULTRA RESOURCES INC.

Robin Benko
Robin Benko, Attorney-in-Fact

ARROWHEAD RESOURCES (USA) INC.

John R Hislop

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 9th day of December, 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 President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PROVINCE
~~STATE~~ OF B.C.)
)SS
COUNTY OF VANCOUVER

The foregoing instrument was acknowledged before me this 17th day of DEC., 1999, by JOHN R. HISLOP as DIRECTOR of Arrowhead Resources (USA) Inc.

Notary Public

PUBLIC BRITISH COLUMBIA

My Commission expires:

N/A

EXHIBIT "A"

Lease Number	Lessor	Lease Date	Description	Bk/Pg
WY-1096	BLM WYW-129610	7/1/93	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	BLM WYW-135124	2/1/95	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	Peter S. Olson, etux	6/3/97	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	105/381
WY-1155	BLM WYW-143660	12/1/97	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	

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EXHIBIT "A"

Lease Number	Lessor	Lease Date	Description	Bk/Pg
WY-1165	BLM WYW-143661	12/1/97	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	
WY-1112	BLM WYW-135123	2/1/95	Twp. 32 North, Rge. 109 West Sec. 4: Lts 5-7, 11-14 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	
WY-1239-A	Laura Fay Lozier	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/341
WY-1239-B	Sylvia Eckard, et vir	10/13/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/337
WY-1239-C	Thelma L. Ditton	10/13/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/339
WY-1239-D	Leonard J. Jensen	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/335
WY-1239-E	Marilyn Kay Penton, et vir	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/329
WY-1239-F	Jimmy Ditton, et ux	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/331
WY-1239-G	Daniel Carlson, et ux	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/333
WY-1239-H	Gary G. Jensen	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	107/463

EXHIBIT "A"

Lease Number	Lessor	Lease Date	Description	Bk/Pg
WY-1239-I	Thomas, J. Johnston, et ux	10/16/97	Twp. 32 North, Rge. 108 West Sec. 4: Lts 2,3, SW/4NE/4	106/629
WY-1060-A	Barger Family Partnership	7/11/97	Twp. 32 North, Rge. 108 West 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	105/498
WY-1060-B	Elizabeth A. Ellis, Trustee of Trust I Estate	11/13/97	Twp. 32 North, Rge. 108 West Sec. 20: NE/4NE/4 Sec. 21: NW/4NW/4	107/246
WY-1060-C	Donna M. Steele, et al Trustees	1/14/98	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.	107/264
WY-1060-D	Donna M. Steele, Trustee	1/14/98	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.	107/265
WY-1060-E	Marjorie Buck	11/11/97	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	107/367

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EXHIBIT "A"

Lease Number	Lessor	Lease Date	Description	Bk/Pg
WY-1060-F	Elizabeth A. Ellis, Trustee	11/13/97	Twp. 32 North, Rge. 108 West Sec. 5: Lts 3,4, SE/4NW/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	109/350
WY-1027	ST WY 97-00356	7/2/97	Twp. 32 North, Rge. 108 West Sec. 6: Lts 2,3,5,6, E/2SW/4	
WY-1168	BLM WYW-143663	12/1/97	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	ST WY 97-00357	7/2/97	Twp. 32 North, Rge. 108 West Sec. 8: NE/4, N/2NW/4	
WY-1036	ST WY 97-00365	7/2/97	Twp. 32 North, Rge. 109 West Sec. 1: NE/4SE/4	
WY-1314-A	Mary Anne L. Hittle	2/3/98	Twp. 32 North, Rge. 108 West Sec. 4: Lt 1, SE/4NE/4	107/435
WY-1061	Jeptha E. Richie, et al	5/5/97	Twp. 32 North, Rge. 108 West Sec. 21: E/2	105/502
WY-1006-A	Grace A. McIntosh, et al	1/21/98	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	107/369

EXHIBIT "A"

Lease Number	Lessor	Lease Date	Description	Bk/Pg
WY-1026	ST WY 97-00355	7/2/97	Twp. 32 North, Rge. 108 West Sec. 5: Lt 2, SW/4NE/4, S/2	

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146457

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest 71-11)

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

276930

RECORDED Jan. 24 2000 @ 9:40 AM
IN BOOK 113 O+G PAGE 139
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 103OW 06th Meridian WY State Sublette County

sec. 001 LOTS 1-4;
001 S2N2,S2;
002 LOTS 1-4;
002 SWNE,S2NW,S2;
003 LOTS 1,4;
003 S2N2,S2;

Total acres in lease 1792.490
Rental retained $ 2689.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(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 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 1st day of January, 19 99

(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.

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

WYW146457

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]

WYW146457

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.)

WYW146457

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.)

[redacted] [redacted] [redacted]

WYW146457

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146458

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

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

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

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

T. _____ R. _____ Meridian _____ State _____ County

71-12

276931

RECORDED Apr. 24 @ 9:40 AM
IN BOOK 113 OR 6 PAGE 145
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Carter

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 103OW 06th Meridian WY State Sublette County

sec. 010 ALL;
011 ALL;
012 ALL;

Total acres in lease 1920.000
Rental retained $ 2880.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

SEP 04 1996 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1996

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 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 26th day of January, 19 99

[redacted]
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

WYW146458

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]

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.

WYW146458

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.)

[redacted] [redacted] [redacted]

WYW146458

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.)

WYW146458

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146459 71-13

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

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

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

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

T. _____ R. _____ Meridian _____ State _____ County

276932

RECORDED Jan. 24, 2000 at 9:40 AM
IN BOOK 113 O+G PAGE 152
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 103OW 06th Meridian WY State Sublette County
sec. 013 ALL;
014 ALL;
015 SE;

Total acres in lease 1440.000
Rental retained $ 2160.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable 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 1st day of January, 19 99

(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.

WYW146459

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

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]

WYW146459

WYW146459

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.)

WYW146459

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146460

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project 71-14
   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

276933

RECORDED Jan. 24, 2000 at 9:40 AM
IN BOOK 113 O+G PAGE 158
FEES $18.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cynthia Easton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 027ON R 103OW 06th Meridian WY State Sublette County
sec. 019 E2;
020 ALL;
029 W2NE,SENE,W2,SE;
030 E2;

Total acres in lease 1880.000
Rental retained $ 2820.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(Continued on reverse)

158

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 1st day of January, 1999

(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.

WYW146460

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

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.

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.)

WYW146460

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 or visual horizon of the Oregon, California, Mormon Pioneer, and Pony Express 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 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.)

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146461
9820

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 Kirkwood W C
Street PO Box 3439
City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project 71-15
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

276934

RECORDED Jan. 24 2000 @ 9:40 AM
IN BOOK 1130-G PAGE 165
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 103OW 06th Meridian WY State Sublette County
sec. 021 N2,N2SW,SESW,SE;
022 ALL;
028 ALL;

Total acres in lease 1880.000
Rental retained $ 2820.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

(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 1st day of January, 19 99

(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.

WYW1-0461

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]

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.

WYW146461

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.)

[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 1/4 mile or visual horizon of the Oregon, California, Mormon Pioneer, and Pony Express 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 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.)

WYW146461

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146462
T521

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project 71-16
   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

276935

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 OTG PAGE 172
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Larson

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 027ON R 103OW 06th Meridian WY State Sublette County
sec. 023 ALL;
024 ALL;
025 NW,S2SW,SE;
026 NE,N2NW,SENW,SW,NWSE;

Total acres in lease 2160.000
Rental retained $ 3240.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(Continued on reverse)

172

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 20th day of January, 19 99

(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.

WYW146462

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.

WYW146462

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]

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.)

WYW146462

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.)

[redacted] [redacted] [redacted]

[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 1/4 mile or visual horizon of the Oregon, California, Mormon Pioneer, and Pony Express 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 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.)

WYW146462

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146463
7822

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

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

1 Name Kirkwood W C
Street PO Box 3439
City, State, Zip Code Casper, WY 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 71-D

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

276936

RECORDED Jan. 24 2000 @ 9:40 AM
IN BOOK 113 OTG PAGE 180
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Acton

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. 103OW 06th Meridian WY State Sublette County

sec. 025 ALL;
026 ALL;
035 N2N2,SENE,SWNW,S2;

Total acres in lease 1840.000
Rental retained $ 2760.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable 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 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 1st day of January, 19 99. [signature]

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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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.

WYW146463

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 WYW146463

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]

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.)

WYW146463

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.)

[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 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.)

WYW146463

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]

WYW146463

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

ITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146464

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project 71-18
   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

276937

RECORDED Jan. 24 2000 @ 9:40 AM
IN BOOK 113 0+G PAGE 189
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

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. 103OW 06th Meridian WY State Sublette County

sec. 027 ALL;
028 W2,SE;
033 ALL;
034 N2,SW,E2SE;

Total acres in lease 2320.000
Rental retained $ 3480.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 04 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

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 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 28th day of January, 19 99

(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 (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.

WYW146464

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]

6464

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.

WYW146464

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.)

[redacted] [redacted] [redacted]

[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.)

WYW146464

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146465

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project 71-19

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

276938

RECORDED Jan. 24, 2000 @ 9:40a M
IN BOOK 113 O+G PAGE 196
FEES $ 20.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacco

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. 103OW 06th Meridian WY State Sublette County

sec. 029 ALL;
030 LOTS 1-4;
030 E2,E2W2;
031 LOTS 1-4;
031 E2,E2W2;
032 ALL;

Total acres in lease 2540.360
Rental retained $ 3811.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

SEP 4 1998
(Date)

EFFECTIVE DATE OF LEASE OCT 1 1998

FOR LESSEE

(Continued on reverse)

196

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

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

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

Duly executed this 15th day of January, 19 99.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW146465

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.

WYW146465

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]

WYW146465

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 WYW146465

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]

WYW146465

WYW146465

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.)

WYW146465

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]

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146467

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 Kirkwood W C
Street PO Box 3439
City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project 71-20

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

276939

RECORDED Jan. 24, 2000 @ 9:40 A M
IN BOOK 113 OR6 PAGE 204
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobs

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 104OW 06th Meridian WY State Sublette County

sec. 001 LOTS 1-4;
001 S2N2,S2;
002 LOTS 1-4;
002 S2N2,S2;
011 ALL;
012 N2,SW;

Total acres in lease 2402.600
Rental retained $ 3604.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 4 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 1 1998

(Continued on reverse)

FOR LESSEE

204

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.

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Duly executed this 1st day of January, 19 99

(Signature of Lessee or Attorney-in-fact)

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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.

LEASE NOTICE NO. 1 WYW146467

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.

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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW146467

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.

WYW146467

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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146469

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: Kirkwood W C
   Street: PO Box 3439
   City, State, Zip Code: Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest 7/22)

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 _____

276940

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 O+G PAGE 210
FEES $ 16.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachse

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 027ON R 104OW 06th Meridian WY State Sublette County

sec. 019 LOTS 1,2,4;
019 E2,E2W2;
021 NE,N2NW,S2;
028 ALL;

Total acres in lease 1787.080
Rental retained $ 2682.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

SEP 4 1998
(Date)

EFFECTIVE DATE OF LEASE OCT 1 1998

FOR LESSEE

(Continued on reverse)

210

4. (a) Undersigned [illegible] 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 1st day of January, 19 99

(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.

WYW146469

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

WYW146469

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.

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.)

WYW146469

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 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146468

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project 71-21
   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 _____

276941

RECORDED Jan. 24, 2000 at 9:40 AM
IN BOOK 1130+G PAGE 216
FEES $ 18.00 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. 027ON R. 104OW 06th Meridian WY State Sublette County
sec. 012 SE;
013 ALL;

Total acres in lease 800.000
Rental retained $ 1200.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section
(Title)

SEP 4 1998

EFFECTIVE DATE OF LEASE OCT 1 1998 (Date)

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable 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 1st day of January, 19 99. [signature] (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.

WYW146468

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 WYW146468

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.

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.)

WYW146468

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.)

WYW146468

NOTICE TO LESSEE

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

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

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

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Form 3[illegible]-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW147486

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 Kirkwood William C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project 71-23
   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

276942

RECORDED Jan. 24, 2000 @ 9:40AM
IN BOOK 1130-G PAGE 223
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lawson

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 103OW 06th Meridian WY State Sublette County
sec. 032 ALL;
033 N2,SW,N2SE,SWSE;
034 N2NE,SWNE,NW,NWSW;

Total acres in lease 1560.000
Rental retained $ 2340.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Chief, Leasable Minerals Section (Title) JAN 25 1999 (Date)

EFFECTIVE DATE OF LEASE FEB 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 28th day of January, 19 99

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

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

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

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

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WYW147486

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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WYW147486

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.

WYW147486

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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW147486

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.)

WYW147486

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 Mangement 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]

WYW147486

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 Mormon Pioneer 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 historic and cultural 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.)

WYW1474

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.

9528

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW146499

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 Kirkwood W C
   Street PO Box 3439
   City, State, Zip Code Casper, WY 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)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest 71-24)

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

276943

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 O.R. PAGE 232
FEES $20.00 M. _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease

T. 027ON R. 104OW 06th Meridian WY State Sublette County

sec. 022 SESW,SWSE;
025 ALL;
026 S2;
027 ALL;
034 N2;
035 S2N2,S2S2;

Total acres in lease 2320.000
Rental retained $ 3480.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Chief, Leasable Minerals Section (Title) SEP 15 1998 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1998

FOR LESSEE

(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 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 1st day of January, 19 99

(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 (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.

WYW146499

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.

WYW146499

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]

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.)

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.)

[redacted] [redacted] [redacted]

WYW146499

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 or visual horizon of the Oregon, California, Mormon Pioneer, and Pony Express 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 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.)

WYW146499

NOTICE TO LESSEE

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

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

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

Form 3000-3
(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 APR 12 AM 9:00
RECEIVED
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-146457

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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
T27N, R103, 6th P. M. Section 1: Lots 1,2,3,4, S/2N/2, S/2; Section 2: Lots 1,2,3,4, SWNE, S/2NW, S/2; Section 3: Lots 1,4, S/2N/2, S/2. Sublette Co., WY **276944** Containing 1792.49 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 OTG PAGE 240
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

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 lands;
Assignment approved effective MAY 1 1999

☐ 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
(Title)

OCT 27 1999
(Date)

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by 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 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 15 day of March, 1999 Executed this 15th day of March, 1999

Name of Assignor as shown on current lease W. C. Kirkwood
Please type or print

Assignor [signature] (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

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

Wolverine Gas and Oil Corporation

Assignee [signature]
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.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 APR 12 AM 9:00

RECEIVED

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-146458

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

7-8

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
T27N, R103W, 6th P. M. Section 10: All; Section 11: All; Section 12: All; Sublette Co., WY **276945** Containing 1920.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Jan. 24 2000 @ 9:40 AM
IN BOOK 1130 G PAGE 242
FEES $8.00 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)

242

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

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

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 _____
(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 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.

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 APR 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-146459

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

71-13

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
T27N, R103W, 6th P. M. Section 13: All; Section 14: All; Section 15: SE. Sublette Co., WY Containing 1440.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276946

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 O+G PAGE 244
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this 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)

244

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 _____
(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.

[redacted] [redacted] [redacted]

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 APR 12 AM 9:00

RECEIVED
PINEDALE, WYOMING

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.
WWY-146460

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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
T27N, R103W, 6th P. M. Section 19: E/2; Section 20: All Section 29: W/2NE, SENE, W/2, SE; Section 30: E/2. Sublette Co., WY Containing 1880.00 acres, more or less	100%	100%	-0-	6.25% of 8/8ths	-0-

276947

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 1130+B PAGE 246
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sweetser

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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

/s/ THERESA M. STEVENS
By _____
(Authorized Officer)

LAND LAW EXAMINER OCT 27 1999
(Title) (Date)

246

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

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

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 _____
(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.

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

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

Lease Serial No.
WYW-146461

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

71-15

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
T27N, R103, 6th P. M. Section 21: N/2, N/2SW, SESW, SE; Section 22: All; Section 28: All Sublette Co., WY Containing 1880.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276948

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 O&G PAGE 248
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE FOR ASSIGNEE

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

/s/ THERESA M. STEVENS
By _____
(Authorized Officer)

LAND LAW EXAMINER OCT 27 1999
(Title) (Date)

248

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

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 _____
(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.

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 APR 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-146462

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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
T27N, R103W, 6th P. M. Section 23: All; Section 24: All; Section 25: NW, S/2SW, SE; Section 26: NE, N/2NW, SENW, SW, NWSE Sublette Co., WY **276949** Containing 2160.00 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 O&G PAGE 250
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA **FOR ASSIGNEE**

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

☒ Assignment approved for above described lands; 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 (Title) OCT 27 1999 (Date)

250

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

(...royalty unless otherwise 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.

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-146463

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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
T28N, R103W, 6th P. M. Section 25: All; Section 26: All; Section 35: N/2N/2, SENE, SWNW, S/2 Sublette Co., WY Containing 1840.00 acres, more or less. **276950**	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Apr. 24, 2000 @ 9:40 AM
IN BOOK 113 OR 6 PAGE 252
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

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 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 OCT 27 1999
(Title) (Date)

252

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

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

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 _____
(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.

[redacted] [redacted] [redacted]

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 APR 12 AM 9:00

RECEIVED
CASPER, WYOMING

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-146464

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1 Assignee* 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
T28N, R103W, 6th P. M. Section 27: All; Section 28: W/2, SE; Section 33: All; Section 34: N/2, SW, E/2SE. Sublette Co., WY Containing 2320.00 acrs, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276951

RECORDED Jan. 24, 2000 @ 9:40AM
IN BOOK 113 0+6 PAGE 254
FEES $8.00 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

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAY 1 1999

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

/s/ THERESA M. STEVENS — LAND LAW EXAMINER — OCT 27 1999

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

254

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

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

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 _____ (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 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.

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 APR 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-146465

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

71-19

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
T28N, R103W, 6th P. M. Section 29: All Section 30: Lots 1,2,3,4, E/2, E/2W/2; Section 31: Lots 1,2,3,4, E/2, E/2W/2; Section 32: All Sublette Co., WY Containing 2540.36 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276952

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 113 OF G PAGE 256
FEES $ 8.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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 lands;

Assignment approved effective MAY 1 1999

☐ 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
(Title)

OCT 27 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.

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

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 _____
(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.

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-146467

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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
T27N, R104, 6th P. M. Section 1: Lots 1,2,3,4, S/2N/2, S/2; Section 2: Lots 1,2,3,4, S/2N/2, S/2; Section 11: All; Section 12: N/2, SW. Sublette Co., WY Containing 2402.60 acres, more or less.	100%	100%	-0-	6.25% of 8/8ths	-0-

276953

RECORDED Jan. 24, 2000 @ 9:40 AM
IN BOOK 1130-G PAGE 258
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobs

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 lands;

☐ Assignment approved for attached land description

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

Assignment approved effective MAY 1 1999

/s/ THERESA M. STEVENS

By _____ (Authorized Officer)

LAND LAW EXAMINER (Title)

OCT 27 1999 (Date)

258

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

... percent of the rate of royalty due to the ... shall be subject 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.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

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

Lease Serial No.
WYW-146468

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

71-21

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
T27N, R104, 6th P. M. Section 12: SE; Section 13: All Sublette Co., WY Containing 800.00 acres, more or less	100%	100%	-0-	6.25% of 8/8ths	-0-

276954

RECORDED Apr. 24, 2000 @ 9:40 AM
IN BOOK 113016 PAGE 260
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

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 lands;
Assignment approved effective MAY 1 1999

☐ 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
(Title)

OCT 27 1999
(Date)

260

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.

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

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 Bridger 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.

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

BUREAU OF LAND MANAGEMENT
99 APR 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

Lease Serial No.
WYW-146469

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza, 55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

71-82

***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, R104W, 6th P. M. Section 19: Lots 1,2,4, E/2, E/2W/2; Section 21: NE, N/2NW, S/2, Section 28: All. Sublette Co., WY Containing 1787.08 acres, more or less. **276955**	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Jan. 24, 2000 at 9:40 AM
IN BOOK 1130+6 PAGE 262
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lucas

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 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)

262

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

[illegible] 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 [signature]
(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 [signature]
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.

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-147486

Lease Effective Date
(Anniversary Date)
01/01/99

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

71-23

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
T27N, R103, 6th P. M. Section 32: All; Section 33: N/2, SW, N/2SE, SWSE; Section 34: N/2NE, SWNE, NW, NWSW. Sublette Co., WY Containing 1560.00 acres, more or less. **276956**	100%	100%	-0-	6.25% of 8/8ths	-0-

RECORDED Jan. 24, 2000 @ 9:40AM
IN BOOK 113 O+G PAGE 264
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;
Assignment approved effective 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)

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

...gnment is subject 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 William C. Kirkwood

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 _____ (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 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.

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

BUREAU OF LAND MANAGEMENT
99 APR 12 AM 9:00
RECEIVED
PINEDALE, 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-146499

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza, 55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

7103

*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, R104W, 6th P. M. Section 22: SESW, SWSE; Section 25: All; Section 26: S/2; Section 27: All; Section 34: N/2; Section 35: S/2N/2, S/2S/2. Sublette Co., WY Containing 2320.00 acres, more or less	100%	100%	-0-	6.25% of 8/8ths	-0-

276957

RECORDED Jan. 24, 2000 AT 9:40AM
IN BOOK 113 O+G PAGE 266
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this 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

/s/ THERESA M. STEVENS
By _____
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 27 1999
(Date)

266

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.

STATEOF WYOMING)
)ss.
COUNY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by William C. Kirkwood.

Witnes my hand and official seal.

SHAROL L.ADAMS NOTARY PUBLIC
COUNTYOF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 23. 1999

Sharol L Adams
Notary Public

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 _____
(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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, **Williams Production Rocky Mountain Company,** One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74172 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant, convey, sell, assign, transfer and set over unto the persons named below (hereinafter called Assignees), their heirs, successors, or assigns, the interests set out opposite their names respectively, to-wit:

Marshall C. Crouch III
123 South Indiana Way
Golden, CO 80401

0.50% of 8/8

Jane R. Crouch
123 South Indiana Way
Golden, CO 80401

0.50% of 8/8

of the Assignor's interest as an overriding royalty interest in and to all the oil, gas, casinghead gas, casinghead gasoline, condensate, gas distillate, all other gases and their constituent parts, other liquid or gaseous hydrocarbons and all other minerals produced, saved and sold attributable to the leases described in Exhibit "A" attached hereto, made a part hereof, and reference to which is hereby made for all purposes as to the lands described therein.

Said overriding royalty shall be free and clear to the Assignees of and from any and all expenses of any nature whatsoever, excepting taxes applicable to said interest and the production therefrom, during the term of the present valid and subsisting oil and gas leases and of all extensions, replacements and renewals thereof.

If said oil and gas leases cover less than the full mineral interest, or if Assignor owns less than a full mineral interest in said leases, then the above overriding royalty interest shall be proportionately reduced.

If Assignor's interest in any lease described in Exhibit "A" is now or later becomes subject to a third party operating or similar agreement, under which Assignor's working interest is in a non-consenting position wherein Assignor is not entitled to receive revenues from the production attributable to such lease, Assignee will not be entitled to any production revenue from said lease, until and unless Assignor becomes entitled to receive revenues from said production, as described under the non-consent clause of such agreement.

The provisions of this Assignment shall be binding upon all the heirs, successors, representatives and assigns of the Assignor and Assignees.

It is specifically understood and agreed that this assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest dated this 30 day of December, 1999.

Williams Production Rocky Mountain Company

By: _____
J. D. Barnes
Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 30th day of December, 1999, by J. D. Barnes, the Attorney-in-Fact of Williams Production Rocky Mountain Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 10/10/2001

_____
Notary Public

Oklahoma
CIAL SEAL
IRLEY A. DAVIS
Tulsa County
Expires 10-10-2001

276964 Address: Tulsa, Oklahoma

RECORDED Jan. 24, 2000 @ 2:55 pM
IN BOOK 113 046 PAGE 268
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Exhibit "A"
Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalties dated the 30th day of December, 1999, by and between Williams Production Rocky Mountain Company, as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees.

Lessor	Lessee	Lease Date	Lease Book/Page	Description
WYW-125948	High Plains Energy Co.	01/01/92	Vol. 88 Page 371	Township 29 North, Range 108 West, 6th P.M. Section 20: NE/4, NW/4SW/4, S/2SW/4
WYW-134684	McMurry Oil Company	05/01/92	Vol. 88 Page 471	Township 29 North, Range 107 West, 6th P.M. Section 32: NW/4, SE/4
Mary Ann Arambel (fna John F. Arambel, et ux-John now deceased	McMurry Oil Company	8/20/98	Vol. 108 Page 676	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Mary L. Arambel	McMurry Oil Company	8/21/98	Vol. 108 Page 665	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Lois T. Zebre et vir	McMurry Oil Company	8/21/98	Vol. 108 Page 661	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Lois T. Zebre, Trustee	McMurry Oil Company	8/21/98	Vol. 108 Page 659	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Karl B. Krutz, Trustee	McMurry Oil Company	8/26/98	Vol. 108 Page 663	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4

269

Exhibit "A"
Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalties dated the 30th day of December, 1999, by and between Williams Production Rocky Mountain Company, as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees.

Christian Bunning	McMurry Oil Company	8/19/98	Vol. 108 Page 669	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Robert Bunning	McMurry Oil Company	8/26/98	Vol. 108 Page 667	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4
Esther C. Chessman	McMurry Oil Company	8/18/98	Vol. 108 Page 671	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4

[redacted]

[redacted]

[redacted]

[redacted]

271

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, **Williams Production Rocky Mountain Company,** One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74172 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant, convey, sell, assign, transfer and set over unto the persons named below (hereinafter called Assignees), their heirs, successors, or assigns, the interests set out opposite their names respectively, to-wit:

Marshall C. Crouch III **123 South Indiana Way** **Golden, CO 80401**	**0.50% of 8/8**
Jane R. Crouch **123 South Indiana Way** **Golden, CO 80401**	**0.50% of 8/8**

of the Assignor's interest as an overriding royalty interest in and to all the oil, gas, casinghead gas, casinghead gasoline, condensate, gas distillate, all other gases and their constituent parts, other liquid or gaseous hydrocarbons and all other minerals produced, saved and sold attributable to the leases described in Exhibit "A" attached hereto, made a part hereof, and reference to which is hereby made for all purposes as to the lands described therein.

Said overriding royalty shall be free and clear to the Assignees of and from any and all expenses of any nature whatsoever, excepting taxes applicable to said interest and the production therefrom, during the term of the present valid and subsisting oil and gas leases and of all extensions, replacements and renewals thereof.

If said oil and gas leases cover less than the full mineral interest, or if Assignor owns less than a full mineral interest in said leases, then the above overriding royalty interest shall be proportionately reduced.

If Assignor's interest in any lease described in Exhibit "A" is now or later becomes subject to a third party operating or similar agreement, under which Assignor's working interest is in a non-consenting position wherein Assignor is not entitled to receive revenues from the production attributable to such lease, Assignee will not be entitled to any production revenue from said lease, until and unless Assignor becomes entitled to receive revenues from said production, as described under the non-consent clause of such agreement.

The provisions of this Assignment shall be binding upon all the heirs, successors, representatives and assigns of the Assignor and Assignees.

It is specifically understood and agreed that this assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest dated this 30 day of December, 1999.

Williams Production Rocky Mountain Company

By: _____
J. D. Barnes
Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 30th day of December, 1999, by J. D. Barnes, the Attorney-in-Fact of Williams Production Rocky Mountain Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 10/10/2001

_____
Notary Public

276965 Address: Tulsa, Oklahoma

Notary Public Oklahoma
OFFICIAL SEAL
SHIRLEY A. DAVIS
Tulsa County
Commission Expires 10-10-2001

RECORDED Jan. 24, 2000 @ 2:55PM
IN BOOK 1130+G PAGE 271
FEES $ 14.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By _____

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalties dated the 30 day of December 1999, by and between Williams Production Rocky Mountain Company., as Assignor, and Marshall C. Crouch, III and Jane R. Crouch, as Assignees

Lessor	Lease Number	Lessee	Lease date	Expiration date	Prospect	Description
USA	WYW-106728	Conoco, Inc.	07/01/85	HBU	Jonah	Township 30 North, Range 109 West Section 29: NE/4, SW/4 Section 31: Lots 3 (47.17), 4 (47.10), E/2SW/4, NE/4 Sublette County, Wyoming Containing 654.27 Acres, More or less
USA	WYW-126100	McMurry Oil Co.	01/01/92	HBU	Jonah	Township 29 North, Range 108 West, 6th P.M. Section 7: Lots 3, (32.22), 4 (32.80), E/2SW/4, NE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 1 (39.96), 2 (39.89), S/2NE/4, SW/4 Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 12: SW/4 Sublette County, Wyoming Containing 1424.57 Acres, More or less
USA	WYW-126101	McMurry Oil Co.	01/01/92	HBU	Jonah	Township 30 North, Range 109 West, 6th P.M. Section 10: SW/4 Section 18: NE/4 Section 19: Lots 3 (48.61), 4 (48.38), E/2SW/4, NE/4 Section 30: Lots 3(47.70), 4 (47.46), E/2SW/4, NE/4

972

Attached to and made a part of that certain Assignment of Overriding Royalties dated the 30 day of December, 1999, by and between Williams Production Rocky Mountain Company., as Assignor, and Marshall C. Crouch, III and Jane R. Crouch, as Assignees

Lessor	Lease Number	Lessee	Lease date	Expiration date	Prospect	Description
						Section 32: NE/4, SW/4 Section 33: NE/4, N/2SW/4 Sublette County, Wyoming Containing 1552.15 Acres, More or less
USA	WYW-126772	McMurry Oil Co.	05/01/92	HBU	Jonah	Township 30 North, Range 109 West, 6th P.M. Section 3: Lot 2 (39.94), SW/4NE/4 Sublette County, Wyoming Containing 79.94 Acres, More or less
USA	WYW-135470		05/01/92	HBU	Jonah	Township 30 North, Range 109 West, 6th P.M. Section 13: NE/4NW/4 Sublette County, Wyoming Containing 40.00 Acres, More or less
USA	WYW-141880	McMurry Oil Co.	01/01/92	HBP	Jonah	Township 29 North, Range 108 West Section 6: Lots 1 (40.04), 2 (40.02), 6 (30.07), 7 (30.56), E/2SW/4, S/2NE/4 Sublette County, Wyoming Containing 300.69 Acres, More or less
USA	WYW-138524		04/01/96	HBU	Jonah	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 1-7, S/2NE, SENW, E/2SW, SE Section 8: All Section 18: Lots 1-4, E/2, E/2W/2 Sublette County, Wyoming Containing 1965.35 Acres, More or less

WYW-146093
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-146093

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

2. Nature of Interest:

a. By this instrument, the holder:

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

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

T. 29 N., R. 108 W.
section 24, N½NE¼, SW¼NE¼;
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,950 feet long and contains 2.2 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

277034

RECORDED Jan. 27, 2000 @ 10:00 AM
IN BOOK 113 O+G PAGE 274
FEES $ 14.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sayers

(OVER)

WY-33603

WYW-146093

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated December 11, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent (Title)	Field Manager (Title)
1/6/99 (Date)	1/12/99 (Effective Date of Grant)

*20775

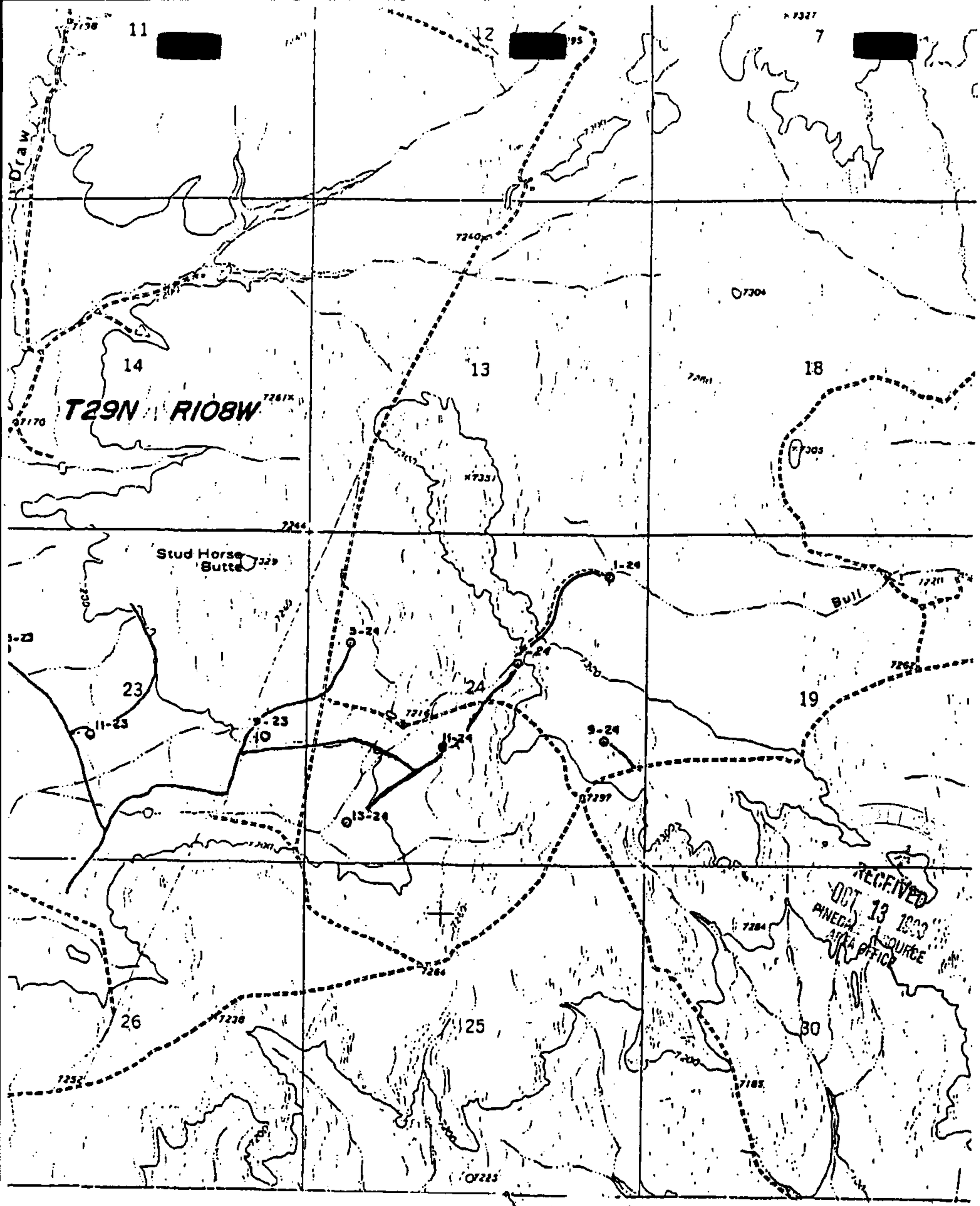


Exhibit A
WYW-146093
December 11, 1998

ULTRA PETROLEUM

STUD HORSE BUTTE NO. 1-24

NE1/4NE1/4 SECTION 24 T29N R108W

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) With regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on December 11, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

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

(OVER)

8. Scrub vegetation such as sagebrush shall be scalped and temporarily windrowed along the edge of the right-of-way. Scalping involves removal of the surface vegetation while allowing the root systems to remain in place.

9. Any vegetative debris that has to be removed during construction will be scattered uniformly over the right-of-way after reseeding has been accomplished. An allowable alternative to this would be to scatter the debris back on the right-of-way after recontouring and water bar construction, if appropriate, and hand broadcast the seed.

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

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

11. Commercial seed shall be either certified or registered seed.

279

WYW-145884
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-145884

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

2. Nature of Interest:

a. By this instrument, the holder:

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

receives a right to construct, operate, maintain, and terminate a 8 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, SW¼NE¼, E½NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,200 feet long and contains 2.5 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

277035

RECORDED Jan. 27 2000 @ 10:00AM
IN BOOK 113 OTG PAGE 279
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathie Sutton

(OVER)

WY-33657

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated October 27, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

Mike Todd
(Signature of Holder)

Right of Way Agent
(Title)

10/29/98
(Date)

Priscilla C. McClain
(Signature of Authorized Officer)

ACTING
Field Manager
(Title)

11/2/98
(Effective Date of Grant)

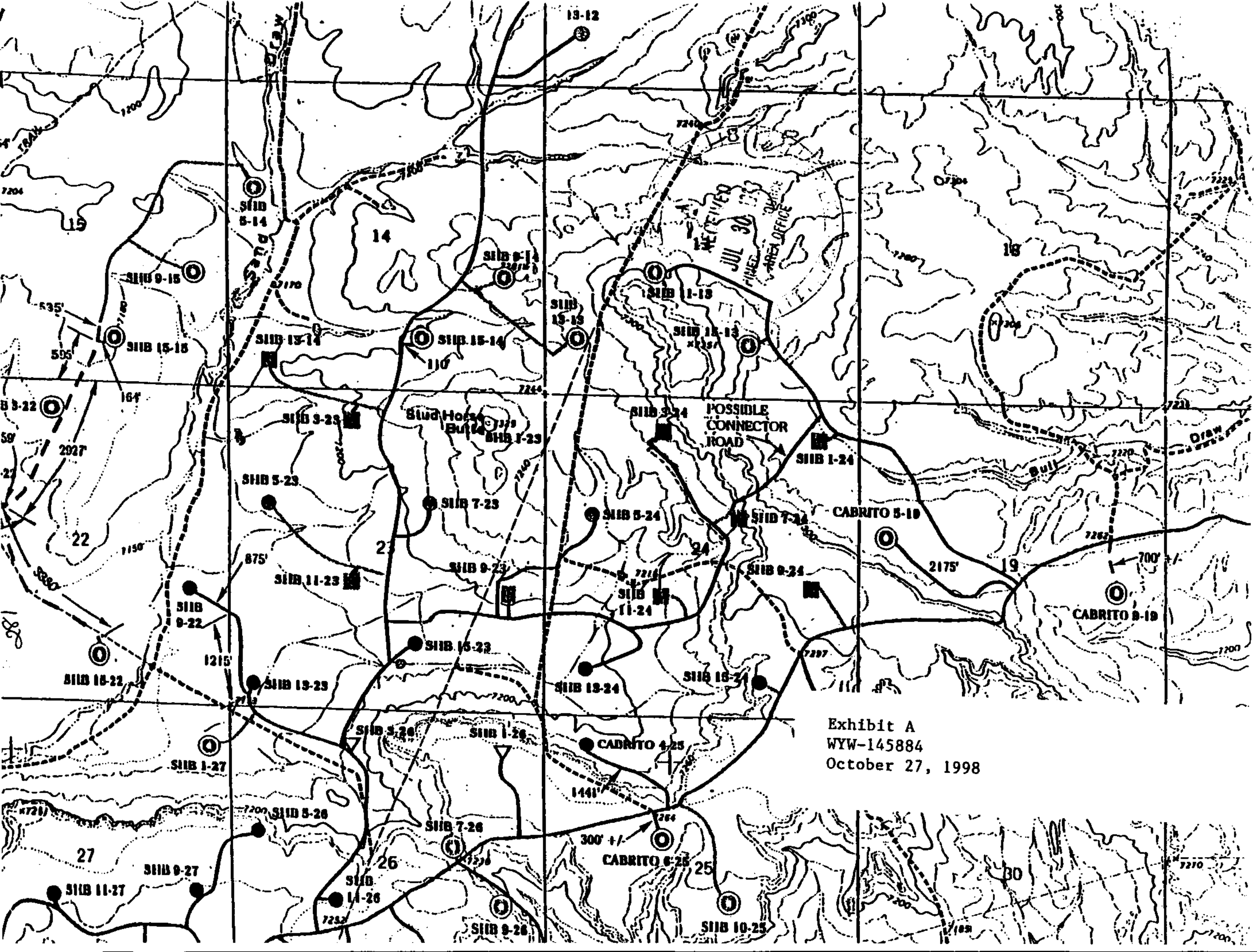


Exhibit A
WYW-145884
October 27, 1998

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on October 27, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

(OVER)

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

8. **Construction activity and surface disturbance will be prohibited during the period from April 1 to June 30 for the protection of sage grouse nesting habitat.**

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

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

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

WYW-140692
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-140692

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

2. Nature of Interest:

a. By this instrument, the holder:

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

receives a right to construct, operate, maintain, and terminate a 8 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, SW¼SW¼;
section 28, W½NW¼, SE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 4,100 feet long and contains 4.7 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

277036

RECORDED Jan. 27, 2000 10 10:00AM
IN BOOK 113 Of G PAGE 284
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soeten

(over) WY-33762

WYW-140692

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated October 6, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

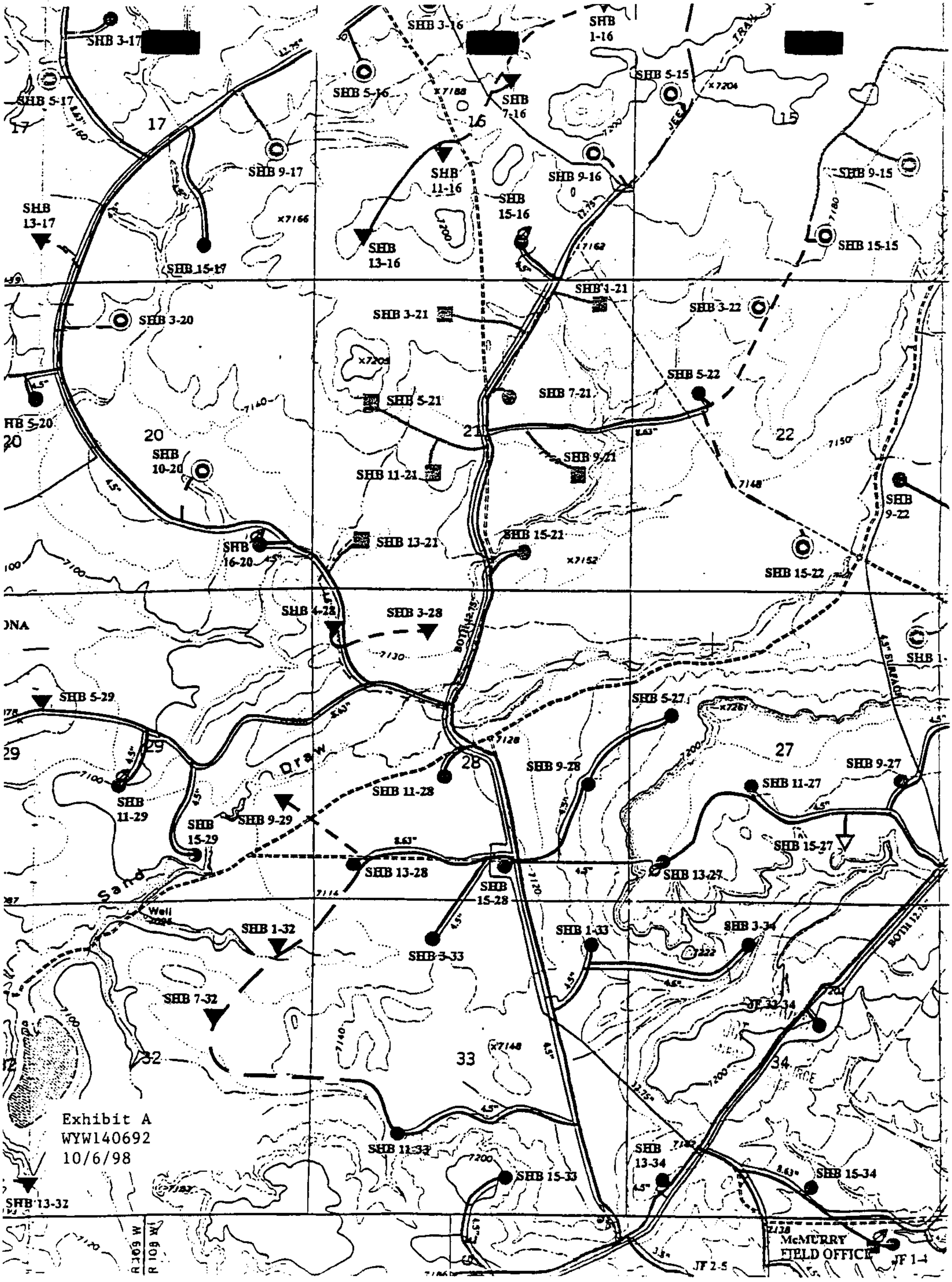
d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

[signature]	[signature]
(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent	Field Manager
(Title)	(Title)
10/13/98	10/15/98
(Date)	(Effective Date of Grant)

[redacted]


SHB 3-17
SHB 5-17
SHB 9-17
SHB 13-17
SHB 15-17
SHB 3-16
SHB 5-16
SHB 7-16
SHB 11-16
SHB 13-16
SHB 15-16
SHB 1-16
SHB 5-15
SHB 9-16
SHB 9-15
SHB 15-15
SHB 3-20
SHB 5-20
SHB 10-20
SHB 16-20
SHB 3-21
SHB 5-21
SHB 7-21
SHB 11-21
SHB 13-21
SHB 15-21
SHB 1-21
SHB 3-22
SHB 5-22
SHB 9-21
SHB 15-22
SHB 9-22
SHB 4-28
SHB 3-28
SHB 5-29
SHB 11-29
SHB 15-29
SHB 9-29
SHB 11-28
SHB 13-28
SHB 15-28
SHB 9-28
SHB 5-27
SHB 11-27
SHB 9-27
SHB 15-27
SHB 13-27
SHB 1-32
SHB 7-32
SHB 3-33
SHB 11-33
SHB 15-33
SHB 13-32
SHB 1-33
SHB 3-34
SHB 13-34
SHB 15-34
McMURRY FIELD OFFICE
Exhibit A
WYW140692
10/6/98

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on October 6, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

(over)

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

8. **Construction activity and surface disturbance will be prohibited during the period from April 1 to June 30 for the protection of sage grouse nesting habitat.**

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

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

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

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

WYW-146082
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-146082

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

2. Nature of interest:

a. By this instrument, the holder:

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

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

T. 29 N., R. 108 W.
section 23, E½NE¼, SW¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,000 feet long and contains 2.3 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

277037

RECORDED Jan. 27, 2000 @ 10:00AM
IN BOOK 113 O+G PAGE 289
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Porter

WY 33767

[redacted] [redacted] [redacted]

WYW-146082

3. Rental:-

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated September 17, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

[redacted]
(Signature of Holder)

Right of Way Agent
(Title)

September 18, 1998
(Date)

[redacted]
(Signature of Authorized Officer)

Acting Area Manager
(Title)

September 18, 1998
(Effective Date of Grant)

T 29 N

R 107 W

R 108 W

SHB 1-23

SHB 7-23

Stud Horse Butte 7244

TIE-IN EXISTING PIPELINE

PROPOSED PIPELINE

SURFACE OWNERSHIP: . . . . . U.S.A.
TOTAL LENGTH: . . . . . 1934.99'

GRIFFIN & ASSOCIATES, INC.
SUITE 203
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)382-1058
(307)382-5028
Land Surveying & Engineering

SCALE 1"=2000'

EXISTING PIPELINE

PROPOSED PIPELINE

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES

JOB No. 5739 DATE 5/14/98

Exhibit A
WYW146082
9/17/98

2000 0 2000

QUADS USED
STUD HORSE BUTTE

RECEIVED
DEC 1998
BLM

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on September 17, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

(over)

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

8. **Construction activity and surface disturbance will be prohibited during the period from April 1 to June 30 for the protection of important sage grouse nesting habitat.**

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

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

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

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

[redacted] [redacted] [redacted]

RECORDED Jan. 27, 2004 @ 10:00 AM
mountain.pe
2[illegible] IN BOOK 113 O+G PAGE 294
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

277038

Plant: Granger
Well: Merna
Phase I
AFE#: 305740

PIPELINE EASEMENT

KNOW ALL BY THESE PRESENTS:

That John Wayne Jensen and Mary Kay Jensen
Box 6
Boulder, Wyoming 82933

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto Mountain Gas Resources, Inc., having its principal office at 12200 N. Pecos St., Denver, Colorado 80234, and to its successors and assigns, hereinafter referred to as Grantee, the exclusive right, privilege and easement to construct, maintain and operate a pipeline or pipelines, and appurtenances thereto on, over, under, across and through a strip of land fifty feet (50) in width and being twenty-five (25) feet on each side of the center line specifically described as herein set forth over and across lands of Grantor in the County of Sublette and State of Wyoming, to wit:

Township 31 North, Range 109 West
Section 11: Portion of SE/4 South of New Fork River

covering a distance of approximately 143 rods, more or less.

TO HAVE AND TO HOLD unto Grantee, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. All pipelines constructed by Grantee shall, at the time of construction thereof, be buried to such depth as will not interfere with ordinary cultivation, except that at the option of Grantee, such line or lines may be placed above the channel of any stream, ravine, ditch or other water courses.

2. During construction or removal, Grantee shall have the right to use an additional strip of land not more than twenty-five feet (25') in width on each side of the easement strip referred to above for working space only and additional work space of one hundred feet by one hundred and fifty feet (100' X 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

4. Grantee will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above described land.

5. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

6. The center line description location and dimensions of the pipeline easement shall be established by a survey which shall be attached hereto as Exhibit "A" and made a part hereof.

7. In the event that the Grantee, at any time after the initial construction, shall construct one or more additional lines of pipe within its

WY 03 M1

easement strip the then owner of the land subject to this easement shall be entitled to receive an additional consideration of $18 per rod for each additional construction, as provided herein.

8. Should Grantee fail to use the easement granted hereby for a period of twenty-four (24) consecutive months, this easement shall terminate, and Grantee shall deliver to Grantor a release, in recordable form, releasing Grantee's rights hereunder.

9. The Grantee shall defend, indemnify and hold the Grantor harmless from any damage, injury, claim, judgement or other liability arising, either directly or indirectly due to any damage or injury to any person or property resulting from the use of the subject lands by the Grantee, its employees, agents, representatives, contractors or contractors' assignees, including any contamination damage from toxic or hazardous materials occasioned by the Grantee's operations.

10. Grantor represents and warrants that he is the owner in fee simple of the Premises, subject only to outstanding mortgages and rights of way, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Premises and thereupon be subrogated to such lien and rights incident thereto.

11. The rights of the parties may be assigned in whole or in part.

12. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein.

This instrument and the rights, easements and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 7th day of January, 1998.

John Wayne Jensen
SS or Tax I.D. No. 520-38-8192

Mary Kay Jensen
SS or Tax I.D. No. 520-48-6561

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 7th day of January, 1998, by John Wayne Jensen

Witness my hand and seal.

My Commission Expires: 1-99

Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

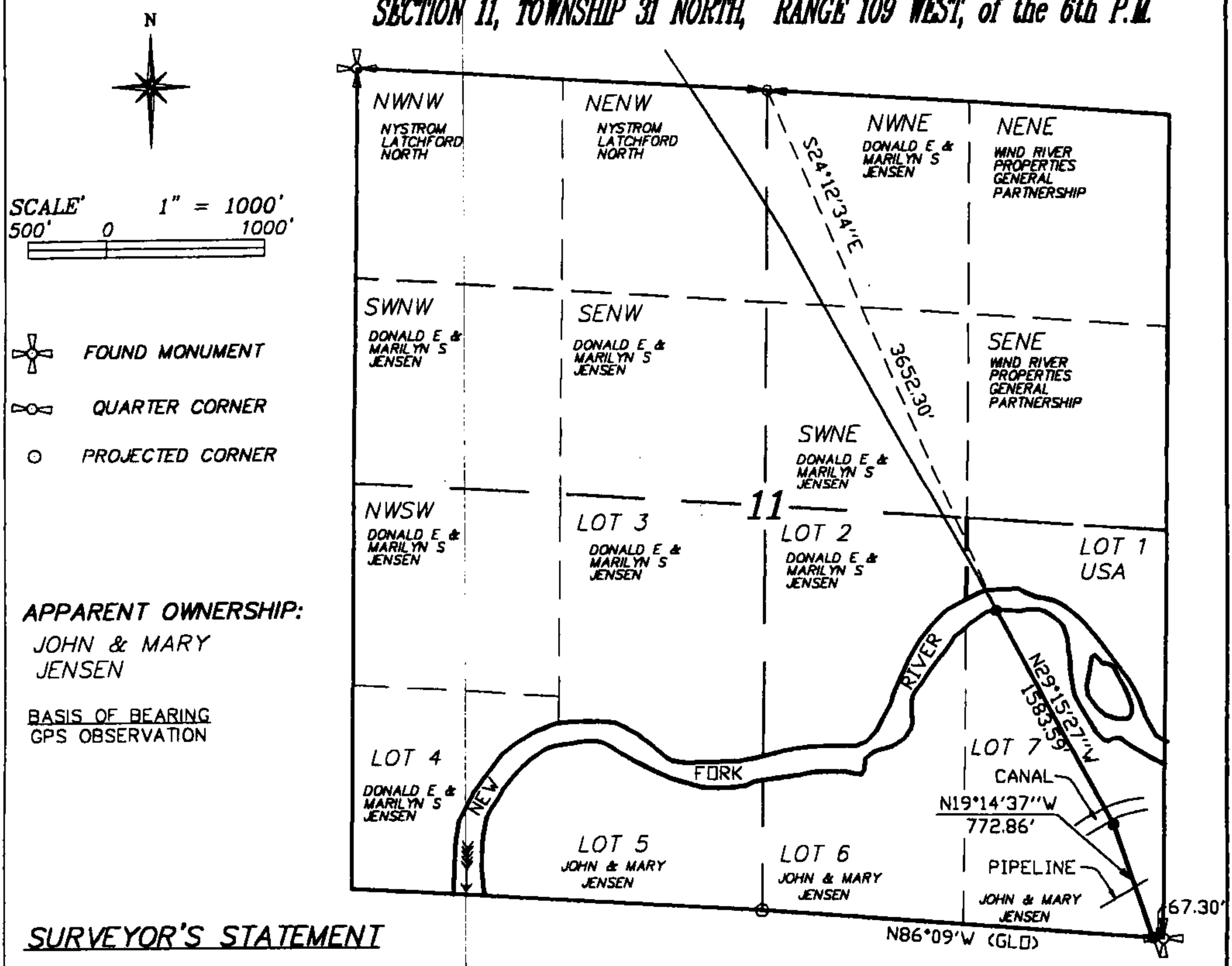
The foregoing instrument was acknowledged before me this 7th day of January, 1998, by Mary Kay Jensen

Witness my hand and seal.

My Commission Expires: 1-99

Notary Public

SECTION 11, TOWNSHIP 31 NORTH, RANGE 109 WEST, of the 6th P.M.



APPARENT OWNERSHIP:

JOHN & MARY JENSEN

BASIS OF BEARING
GPS OBSERVATION

SURVEYOR'S STATEMENT

I, Dick R. Griffin, state that I am by occupation a Registered Land Surveyor employed by MOUNTAIN GAS RESOURCES, INC. to make a survey of this pipeline as shown on this map; that the survey of said works was made by me under authority, commencing on the 15th day of October, 1997, and that such survey is accurately represented upon this map.



STATE OF WYOMING
COUNTY OF SUBLETTE

Total R-O-W Width 30 Feet,
15 Left, 15 Right of Centerline.
2356.45 Feet, 142.82 Rods, 1.62 Acres.

Prepared By:
D.R. GRIFFIN AND ASSOCIATES, INC.
P.O. BOX 1059 (307)362-5028
ROCK SPRINGS, WYOMING 82901

JOB No. 5427 DATE 1/16/98

A MAP SHOWING R-O-W EASEMENT FOR A PIPELINE

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

297

mountain pe
2/94

Plant: Granger
Well: Merna
Phase I
AFE#: [redacted]

277039

RECORDED Jan. 27, 2000 @ 10:00AM
IN BOOK 113 O+G PAGE 297
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sucker

PIPELINE EASEMENT

KNOW ALL BY THESE PRESENTS:

That Donald E. Jensen and Marily S. Jensen
Box 65
Boulder, Wyoming 82923

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto Mountain Gas Resources, Inc., having its principal office at 12200 N. Pecos St., Denver, Colorado 80234, and to its successors and assigns, hereinafter referred to as Grantee, the exclusive right, privilege and easement to construct, maintain and operate a pipeline or pipelines, and appurtenances thereto on, over, under, across and through a strip of land fifty feet (50) in width and being twenty-five (25) feet on each side of the center line specifically described as herein set forth over and across lands of Grantor in the County of Sublette and State of Wyoming, to wit:

Township 31 North, Range 109 West
Section 11: E/2NE/4, Portion of SE/4 North of New Fork River

covering a distance of approximately 158 rods, more or less.

TO HAVE AND TO HOLD unto Grantee, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. All pipelines constructed by Grantee shall, at the time of construction thereof, be buried to such depth as will not interfere with ordinary cultivation, except that at the option of Grantee, such line or lines may be placed above the channel of any stream, ravine, ditch or other water courses.

2. During construction or removal, Grantee shall have the right to use an additional strip of land not more than twenty-five feet (25') in width on each side of the easement strip referred to above for working space only and additional work space of one hundred feet by one hundred and fifty feet (100' X 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

4. Grantee will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above described land.

5. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

6. The center line description location and dimensions of the pipeline easement shall be established by a survey which shall be attached hereto as Exhibit "A" and made a part hereof.

7. In the event that the Grantee, at any time after the initial construction, shall construct one or more additional lines of pipe within its

WY-33772

[redacted] [redacted] [redacted]

easement strip the then owner of the land subject to this easement shall be entitled to receive an additional consideration of $1.00 per rod for each additional construction, as provided herein. D.J.

8. Grantor represents and warrants that he is the owner in fee simple of the Premises, subject only to outstanding mortgages and rights of way, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Premises and thereupon be subrogated to such lien and rights incident thereto.

9. The rights of the parties may be assigned in whole or in part.

10. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein.

This instrument and the rights, easements and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 30th day of December, 1997.

Donald E Jensen
SS or Tax I.D. No. 520-34-1809

Marilyn S. Jensen
SS or Tax I.D. No. 520-34-7511

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 30th day of December, 1997, by Donald E. Jensen

Witness my hand and seal.

My Commission Expires: 8/4/98

Julie A Barnes
Notary Public

JULIE L. BARNES - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 8/4/98

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 30th day of December, 1997, by Marilyn S. Jensen

Witness my hand and seal.

My Commission Expires: 8/4/98

Julie A. Barnes
Notary Public

JULIE L. BARNES - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 8/4/98

STATE OF _____)
) ss.
COUNTY OF _____)

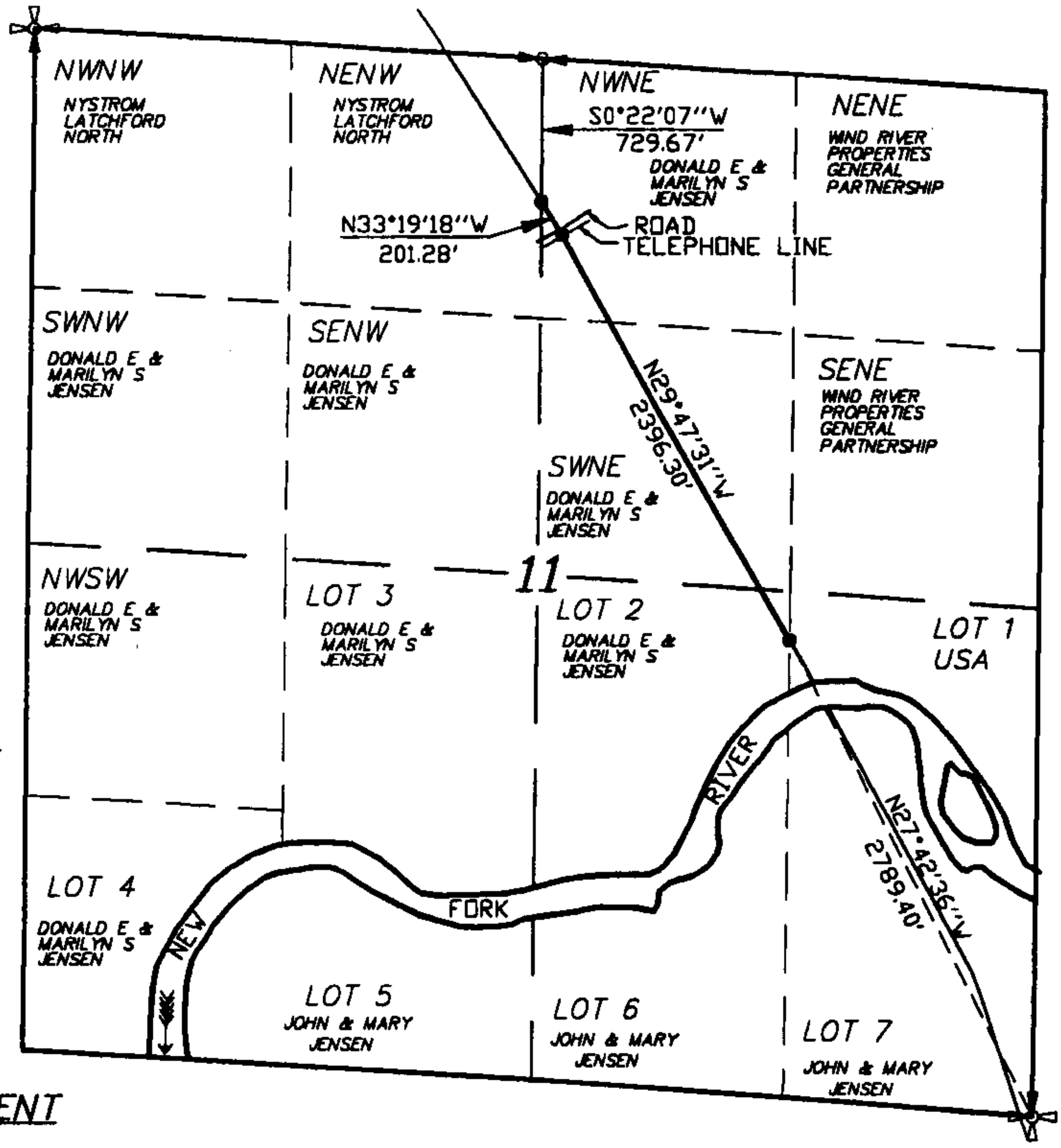
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as the _____ of _____ on behalf of the Corporation.

Witness my hand and seal.

My Commission Expires: _____

_____
Notary Public

SECTION 11, TOWNSHIP 31 NORTH, RANGE 109 WEST, of the 6th P.M.



SURVEYOR'S STATEMENT

I, Dick R. Griffin, state that I am by occupation a Registered Land Surveyor employed by MOUNTAIN GAS RESOURCES, INC. to make a survey of this pipeline as shown on this map; that the survey of said works was made by me under authority, commencing on the 15th day of October, 1997, and that such survey is accurately represented upon this map.

Professional Land Surveyor
DICK R. GRIFFIN
2785
WYOMING R.L.S. No. 2785
Date 1-16-98
WYOMING

STATE OF WYOMING
COUNTY OF SUBLETTE

Total R-O-W Width 30 Feet,
15 Left, 15 Right of Centerline.
2597.58 Feet, 157.43 Rods, 1.79 Acres.

Prepared By:
D.R. GRIFFIN AND ASSOCIATES, INC.
P.O. BOX 1059 (307)362-5028
ROCK SPRINGS, WYOMING 82901

JOB No. 5427 DATE 1/16/98

A MAP SHOWING R-O-W EASEMENT FOR A PIPELINE

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

mountain.pe
2/96

Plant: Granger
Well: Merna
Phase I
AFE#: 305740

PIPELINE EASEMENT

277040

RECORDED Jan. 27, 2000 @ 10:00 AM
IN BOOK 113 of 6 PAGE 300
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachen

KNOW ALL BY THESE PRESENTS:

That NERD Enterprises, Inc.
Box 949
Casper, Wyoming 82602

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto Mountain Gas Resources, Inc., having its principal office at 12200 N. Pecos St., Denver, Colorado 80234, and to its successors and assigns, hereinafter referred to as Grantee, the exclusive right, privilege and easement to construct, maintain and operate a pipeline or pipelines, and appurtenances thereto on, over, under, across and through a strip of land thirty (30) feet in width and being fifteen (15) feet on each side of the center line specifically described as herein set forth, except during construction when the strip of land will be fifty (50) feet in width and being twenty-five (25) feet on each side of the center line specifically described as herein set forth over and across lands of Grantor in the County of Sublette and State of Wyoming, to wit:

Township 31 North, Range 109 West
Section 2: SW/4
Section 11: N/2NW/4

covering a distance of approximately 249 rods, more or less.

TO HAVE AND TO HOLD unto Grantee, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. All pipelines constructed by Grantee shall, at the time of construction thereof, be buried to such depth as will not interfere with ordinary cultivation, except that at the option of Grantee, such line or lines may be placed above the channel of any stream, ravine, ditch or other water courses.

2. During construction or removal, Grantee shall have the right to use an additional strip of land not more than twenty-five feet (25') in width on each side of the easement strip referred to above for working space only and additional work space of one hundred feet by one hundred and fifty feet (100' X 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

4. Grantee will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above described land.

5. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

6. The center line description location and dimensions of the pipeline easement shall be established by a survey which shall be attached hereto as Exhibit "A" and made a part hereof.

WY-33713

300

7. In the event that the Grantee, at any time after the initial construction, shall construct one or more additional lines of pipe within its easement strip the then owner of the land subject to this easement shall be entitled to receive an additional consideration of $18 per rod for each additional construction, as provided herein.

8. Grantor represents and warrants that he is the owner in fee simple of the Premises, subject only to outstanding mortgages and rights of way, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Premises and thereupon be subrogated to such lien and rights incident thereto.

9. The rights of the parties may be assigned in whole or in part.

10. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein.

This instrument and the rights, easements and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 18th day of February, 1998.

NERD Enterprises, Inc.

ATTEST:

Laura Skiles

By: Mick McMurry

Tax I.D. No. 83-0293484

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by _____

Witness my hand and seal.

My Commission Expires: _____

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF ~~Sublette~~ Natrona)

The foregoing instrument was acknowledged before me this 15th day of February, 1998, by Mick McMurry as the President of NERD Enterprises, Inc. on behalf of the Corporation.

Witness my hand and seal.

My Commission Expires: 6 April 99

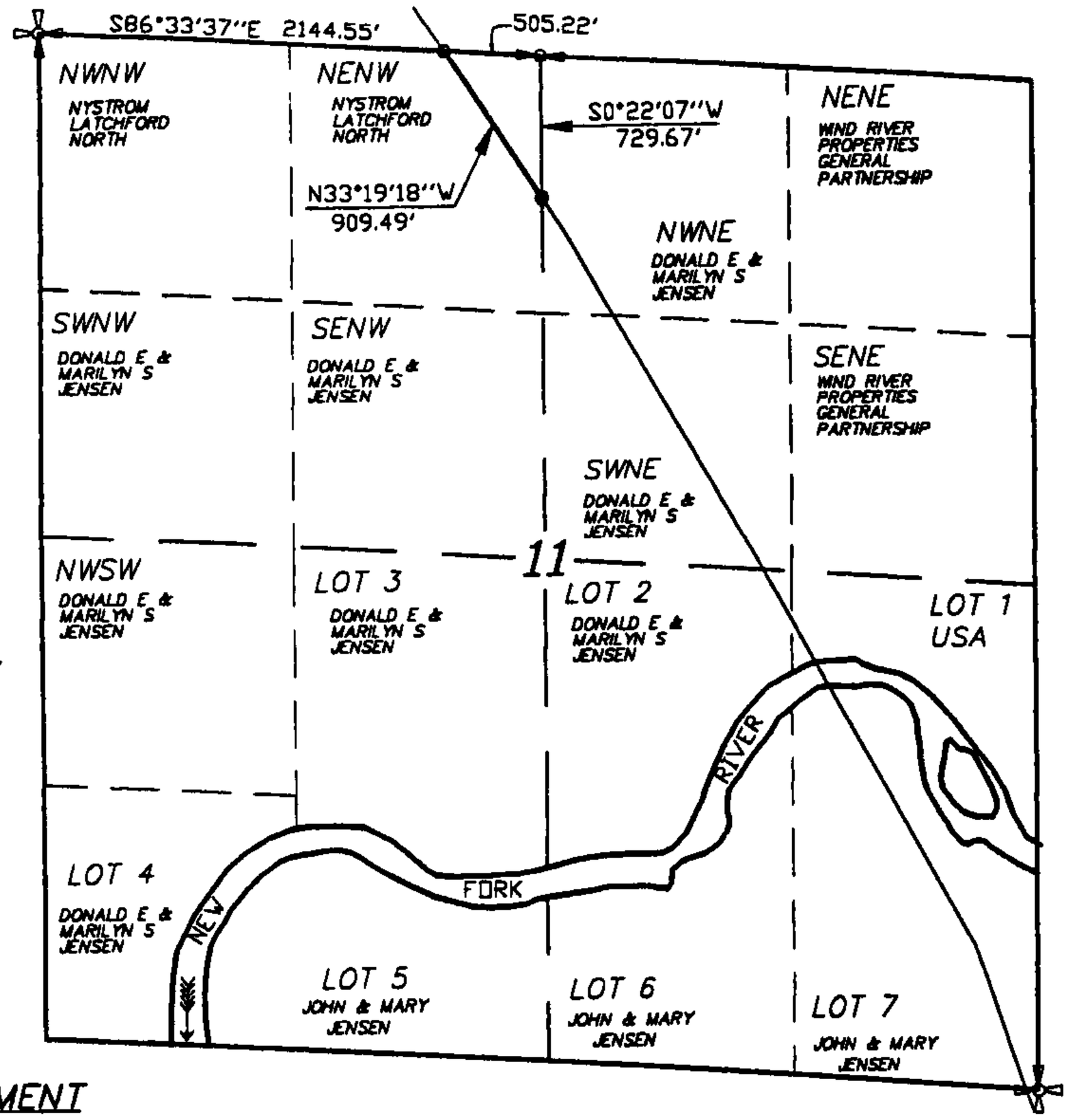
Howard K. Steen
Notary Public

c:\wpwin\files\docs\mountain.pe
2/93

THOMAS R. ELEVINS
NOTARY PUBLIC
NATRONA COUNTY, WYOMING

533070

SECTION 11, TOWNSHIP 31 NORTH, RANGE 109 WEST, of the 6th P.M.



SURVEYOR'S STATEMENT

I, Dick R. Griffin, state that I am by occupation a Registered Land Surveyor employed by MOUNTAIN GAS RESOURCES, INC. to make a survey of this pipeline as shown on this map; that the survey of said works was made by me under authority, commencing on the 15th day of October, 1997, and that such survey is accurately represented upon this map.

Professional Land Surveyor
DICK R. GRIFFIN
2785
WYOMING L.S. No. 2785
Date 1-16-98
WYOMING

STATE OF WYOMING
COUNTY OF SUBLETTE

Total R-O-W Width 30 Feet,
15 Left, 15 Right of Centerline.
909.49 Feet, 55.12 Rods, 0.63 Acres.

Prepared By:
D.R. GRIFFIN AND ASSOCIATES, INC.
P.O. BOX 1059 (307)362-5028
ROCK SPRINGS, WYOMING 82901

JOB No. 5427 DATE 1/16/98

A MAP SHOWING R-O-W EASEMENT FOR A PIPELINE

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

SECTION 2, TOWNSHIP 31 NORTH, RANGE 109 WEST, of the 6th P.M.

N

SCALE' 1" = 1000'
500' 0 1000'

FOUND MONUMENT

QUARTER CORNER

PROJECTED CORNER

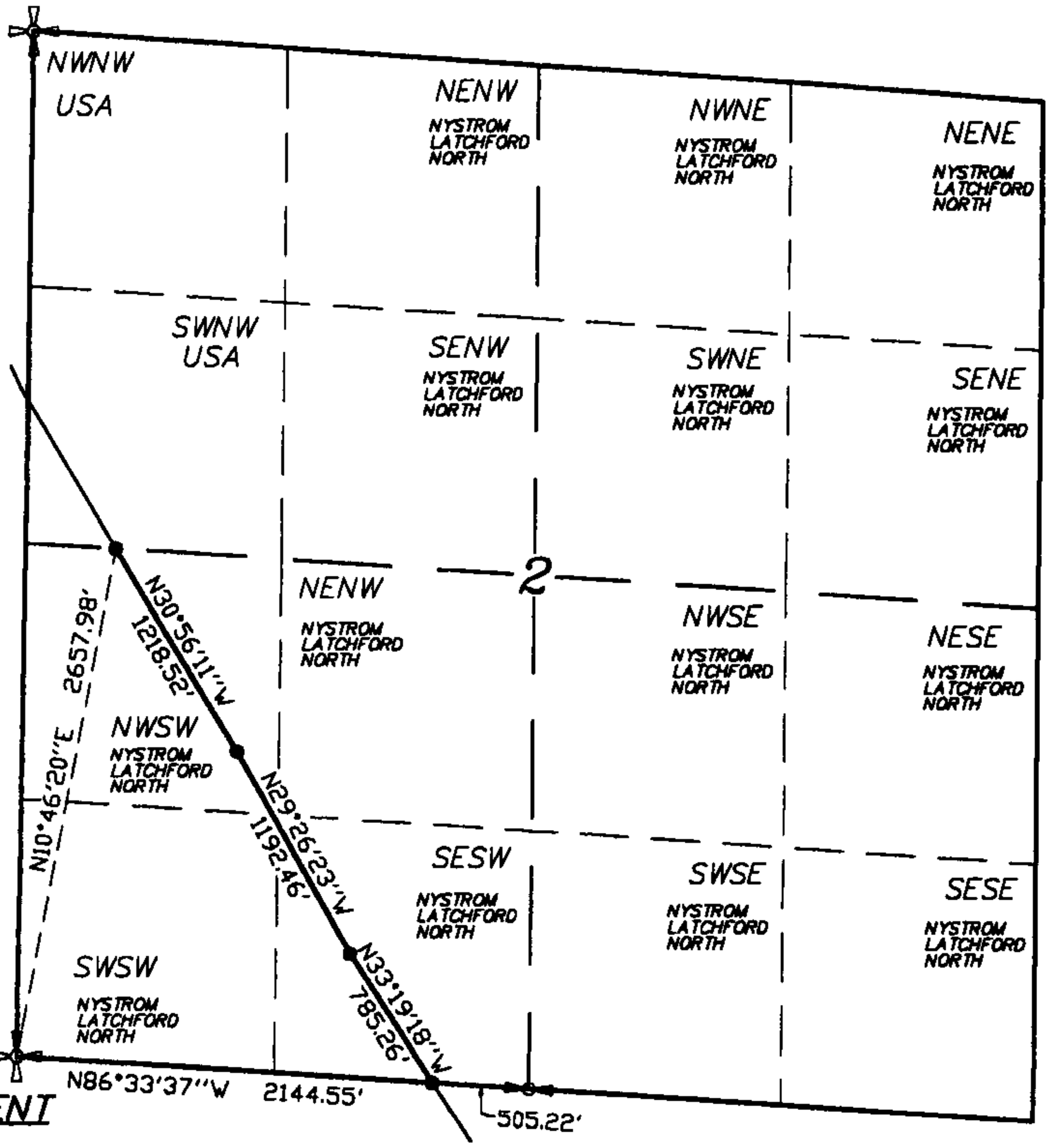
APPARENT OWNERSHIP:

JOHN A.,III & NAN NYSTROM

JAIME LATCHFORD

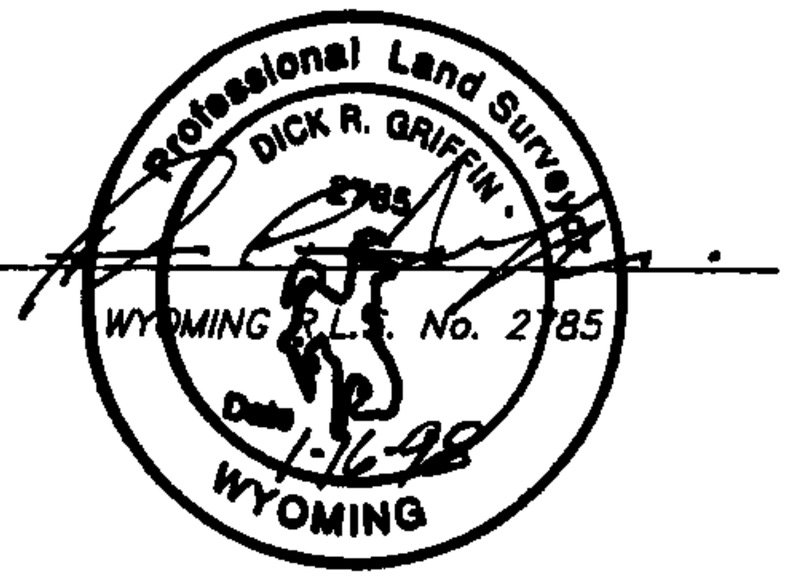
DYLAN J. NORTH

BASIS OF BEARING
GPS OBSERVATION



SURVEYOR'S STATEMENT

I, Dick R. Griffin, state that I am by occupation a Registered Land Surveyor employed by MOUNTAIN GAS RESOURCES, INC. to make a survey of this pipeline as shown on this map; that the survey of said works was made by me under authority, commencing on the 15th day of October, 1997, and that such survey is accurately represented upon this map.



STATE OF WYOMING
COUNTY OF SUBLETTE

Total R-O-W Width 30 Feet,
15 Left, 15 Right of Centerline.
3196.24 Feet, 193.71 Rods, 2.20 Acres.

Prepared By:
D.R. GRIFFIN AND ASSOCIATES, INC.
P.O. BOX 1059 (307)362-5028
ROCK SPRINGS, WYOMING 82901

JOB No. 5427 DATE 1/16/98

A MAP SHOWING R-O-W EASEMENT FOR A PIPELINE

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

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY547-801465

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

Lease Serial No.
WYW-77883

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

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

Type or print plainly in ink and sign in ink.

Received - Denver
DEC 30 1999
Tom Brown, Inc.

PART A: TRANSFER

1. Transferee (Sublessee)* **Crown Oil & Gas Company, Inc.**
   Street **P. O. Box 519**
   City, State, ZIP Code **Big Piney, WY 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 interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 111 West Section 20: E/2	59.672700%	59.672700%	NONE	NONE	OF RECORD
Township 28 North, Range 111 West Section 29: NE/4 Section 32: NE/4	57.452700%	57.452700%	NONE	NONE	OF RECORD
Township 28 North, Range 111 West Section 29: SE/4 Section 32: SE/4	2.3454510%	2.3454510%	NONE	NONE	OF RECORD

all of the above described lands are limited in depth from the surface of the earth down to the stratigraphic equivalent of that interval encountered at 11,490 feet in the Esposito Federal #40-20 well located in the SW/4SE/4 of this Section 20.

containing 960.00 acres, more or less. Sweetwater County, WY

See attached RIDER for terms and conditions.

RECORDED 12/20/1999 AT 09:00 AM REC# 1382918 BK# 0920 PG# 0967
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 4

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.

277046

RECD Jan. 27, 2000 @ 11:10AM
IN BOOK 113046 PAGE 304
FEES $12.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

☐ Transfer approved effective _____

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

304

Part A (Continued): DDITIONAL 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 assigns 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 the transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this transfer constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to , 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 24th day of November, 19 99

Name of Transferor **TOM BROWN, INC.**
Please type or print

Transferor _____
(Signature) Bruce R. BeBoer, Vice President

or

Attorney-in-fact _____
(Signature)

555 17th Street, Suite 1850
(Transferor's Address)

Denver (City) **CO** (State) **80202-3918** (Zip Code)

Executed this 30th day of November, 19 99

Name of Transferee **CROWN OIL & GAS Company Inc.**

Transferee _____
(Signature) David W. Neher, President

or

Attorney-in-fact _____
(Signature)

RECORDED 12/20/1999 AT 09:00 AM REC# 1302918 BK# 0920 PG# 0968
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 4

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 - 774-004/41006

[redacted] [redacted] [redacted]

RIDER

Attached to and made a part of that certain TRANSFER OF OPERATING RIGHTS dated November 24, 1999 from TOM BROWN, INC., as *Transferor,* to CROWN OIL & GAS ~~CORPORATION~~ COMPANY, INC., as *Transferee,* covering USA W-77883 (the *"Lease').*

It is the intent of the parties that, for Ten Dollars ($10.00) and other good and valuable consideration, that by this Transfer of Operating Rights, Transferor grants, bargains, assigns, transfers and conveys to Transferee, effective as of the date of first production from the Well (as hereinafter defined),/ the following herein:

1. All of Transferor's right, title and interest in and to the Lease (the "Assigned Leasehold) regardless of the percentage amounts, lands, and depths described on the front of this Transfer of Operating Rights;

2. A corresponding interest in any and all unitization agreements, pooling agreements, unit declarations, gas sales or purchase contracts, operating agreements, and any other contracts or agreements pertaining to the interest conveyed herein to the extent and only to the extent that such contracts or agreements relate to, pertain to, or are incidental to the interests conveyed herein;

This Transfer is subject to and Transferee agrees to assume and accept all obligations under the following:

A. The terms and conditions of the Lease and any other instruments of record affecting the Lease;

B. Any existing orders of any state or federal regulatory agency having jurisdiction over the production of oil, gas and other hydrocarbons from the Well, and any other rules, regulations, and order of governmental authorities having jurisdiction;

C. That certain Operating Agreement dated April 23, 1982 covering the Lease lands and wells thereon.

Transferor makes no representation of warranty of title to the interests assigned hereby.. This conveyance is made with full substitution and subrogation of Transferee, its successors and assigns, to the rights of Transferor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

RECORDED 12/20/1999 AT 09:00 AM REC# 1302910 BK# 0920 PG# 0969
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 4

ACKNOWLEDGMENTS

Attached to and made a part of that certain TRANSFER OF OPERATING RIGHTS dated November 24, 1999 from TOM BROWN, INC., as *Transferor*, to CROWN OIL & GAS ~~CORPORATION~~ COMPANY, INC., as *Transferee*, covering USA W-77883 (the *"Lease"*).

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of November, 1999, by Bruce R. DeBoer, Vice President of TOM BROWN, INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

My Commission expires:

My Commission Expires May 17, 2000

Notary Public

JAMES C. JODA NOTARY PUBLIC STATE OF COLORADO

RECORDED 12/20/1999 AT 09:00 AM REC# 1302918 BK# 0920 PG# 0970
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 4

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by David W. Neher, President of CROWN OIL & GAS ~~CORPORATION~~ COMPANY, INC., a Wyoming corporation, on behalf of said corporation.

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

WITNESS my hand and official seal.

My Commission expires:

Jan 2, 2000

Notary Public

ASSIGNMENT

FIRST CHANCE OIL COMPANY, a Wyoming corporation, Assignor, for good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, conveys and sets over to KEMMERER - LA BARGE ROYALTIES LLC, a Wyoming limited liability company, Petroleum Building, 111 West Second Street, Suite 613, Casper, Wyoming 82601, Assignee, the overriding royalty interests in the oil, gas and associated hydrocarbons produced and sold from the below described lands under and by virtue of the identified leases which are specified as follows:

(1) Lease: USA, E-08051-A

Lands: Township 27, North, Range 113 West, 6th P.M.
Section 27: W½SW¼NE¼, NE¼NW¼

County and State: Sublette County, Wyoming

ORRI: 8.75%

(2) Lease: USA, W-0131565

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 27: SE¼NW¼, S½NW¼NW¼, SW¼NW¼

County and State: Sublette County, Wyoming

ORRI: 8.75%

(3) Lease: USA, E-08051-B

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 27: E½NE¼, E½SW¼NE¼

County and State: Sublette County, Wyoming

ORRI: 4.375%

277047

RECORDED Jan. 27, 2000 @ 11:30AM
IN BOOK 113OG PAGE 308
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

In addition to the overriding royalty interests specifically described above, Assignor intends to convey to Assignee, and does hereby sell, assign and set over to Assignee, all Assignor's right, title and interest in and to all royalties, overriding royalties and oil and gas leasehold interests in lands and leases in Lincoln and Sublette Counties, State of Wyoming, whether or not specifically described above.

DATED this 6th day of January, 2000.

ASSIGNOR:

FIRST CHANCE OIL COMPANY, a Wyoming corporation

By: _____
Robert W. Miracle, President

ATTEST:

_____
Morris R. Massey, Secretary

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Robert W. Miracle, President of First Chance Oil Company, this 6th day of January, 2000.

Witness my hand and official seal.

PAMELA R. GOERTZ - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 9, 2001

_____
Notary Public

My Commission Expires:

Sept 9, 2001

ASSIGNMENT

LA BARGE OIL COMPANY, a Wyoming corporation, Assignor, for good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, conveys and sets over to KEMMERER - LA BARGE ROYALTIES LLC, a Wyoming limited liability company, Petroleum Building, 111 West Second Street, Suite 613, Casper, Wyoming 82601, Assignee, the overriding royalty interests in the oil, gas and associated hydrocarbons produced and sold from the below described lands under and by virtue of the identified leases which are specified as follows:

(1) Lease: USA, E-07674-A

Lands: Township 27, North, Range 113 West, 6th P.M.
Section 34: E½NW¼, N½SW¼

County and State: Sublette County, Wyoming

ORRI: 7.5%

(2) Lease: USA, E-07674-B

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 34: W½NW¼, S½SW¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

In addition to the overriding royalty interests specifically described above, Assignor intends to convey to Assignee, and does hereby sell, assign and set over to Assignee, all Assignor's right, title and interest in and to all royalties, overriding royalties and oil and gas leasehold interests in lands and leases in Lincoln and Sublette Counties, State of Wyoming, whether or not specifically described above.

277048

RECORDED Jan. 27, 2000 at 11:30 AM
IN BOOK 113 O+G PAGE 310
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

DATED this 6th day of January, 2000.

ASSIGNOR:

LA BARGE OIL COMPANY, a Wyoming corporation

By: _____
Robert W. Miracle, President

ATTEST:

_____
Morris R. Massey, Secretary

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Robert W. Miracle, President of La Barge Oil Company, this 6th day of January, 2000.

Witness my hand and official seal.

PAMELA R. GOERTZ - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 9, 2001

_____
Notary Public

My Commission Expires:

Sept 9, 2001

ASSIGNMENT

KEMMERER - LA BARGE OIL COMPANY, a Wyoming corporation, Assignor, for good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, conveys and sets over to KEMMERER - LA BARGE ROYALTIES LLC, a Wyoming limited liability company, Petroleum Building, 111 West Second Street, Suite 613, Casper, Wyoming 82601, Assignee, the overriding royalty interests in the oil, gas and associated hydrocarbons produced and sold from the below described lands under and by virtue of the identified leases which are specified as follows:

(1) Lease: USA, E-07675-B

Lands: Township 27, North, Range 113 West, 6th P.M.
Section 34: NW¼NE¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

(2) Lease: USA, W-0146195

Lands: Township 26 North, Range 113 West, 6th P.M.
Section 3: Lots 3, 4

County and State: Lincoln County, Wyoming

ORRI: 2.5%

(3) Lease: USA, E-07675-D

Lands: Township 26 North, Range 113 West, 6th P.M.
Section 3: Lot 2

County and State: Lincoln County, Wyoming

ORRI: 7.5%

277049

RECORDED Jan 27, 2000 @ 11:30AM
IN BOOK 113 O+G PAGE 312
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

(4) Lease: USA, E-07675-A

Lands: Township 27 North, Range 113 West 6th P.M.
Section 34: SW¼NE¼, W½SE¼

County and State: Sublette County, Wyoming

ORRI: 7.5%

(5) Lease: USA, E-07675-C

Lands: Township 27 North, Range 113 West 6th P.M.
Section 34: E½E½

Township 26 North, Range 113 West, 6th P.M.
Section 3: Lot 1

County and State: Lincoln and Sublette Counties, Wyoming

ORRI: 2.5%

In addition to the overriding royalty interests specifically described above, Assignor intends to convey to Assignee, and does hereby sell, assign and set over to Assignee, all Assignor's right, title and interest in and to all royalties, overriding royalties and oil and gas leasehold interests in lands and leases in Lincoln and Sublette Counties, State of Wyoming, whether or not specifically described above.

DATED this 6th day of January, 2000.

ASSIGNOR:

KEMMERER - LA BARGE OIL COMPANY, a Wyoming corporation

By: _____
Robert W. Miracle, President

ATTEST:

_____
Morris R. Massey, Secretary

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Robert W. Miracle, President of Kemmerer - La Barge Oil Company, this 6th day of January, 2000.

Witness my hand and official seal.

PAMELA R. GOERTZ - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 9, 2001

Notary Public

My Commission Expires:

Sept 9, 2001

ASSIGNMENT

The Trustees of LA BARGE ROYALTIES SYNDICATE, a common law business trust, Assignor, for good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sell, assign, convey and set over to KEMMERER - LA BARGE ROYALTIES LLC, a Wyoming limited liability company, 111 West Second Street, Suite 613, Casper, Wyoming 82601, Assignee, the overriding royalty interests in the oil, gas and associated hydrocarbons produced and sold from the below described lands under and by virtue of the identified leases which are specified as follows:

(1) Lease: USA, E-08051-A

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 27: W½SW¼NE¼, NE¼NW¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

(2) Lease: USA, W-0146195

Lands: Township 26 North, Range 113 West, 6th P.M.
Section 3: Lots 3, 4

County and State: Lincoln County, Wyoming

ORRI: 2.5% (Lot 4)
4.0% (Lot 3)

(3) Lease: USA, E-07675-D

Lands: Township 26 North, Range 113 West, 6th P.M.
Section 3: Lot 2

County and State: Lincoln County, Wyoming

ORRI: 5%

277050

RECORDED Jan. 27, 2000 @ 11:32AM
IN BOOK 113 OR6 PAGE 315
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

(4) Lease: USA, W-0131555

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 27: SE¼NW¼, S½NW¼NW¼, SW¼NW¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

(5) Lease: USA, E-07675-C

Lands: Township 26 North, Range 113 West, 6th P.M.
Section 3: Lot 1

County and State: Lincoln County, Wyoming

ORRI: 5%

In addition to the overriding royalty interests specifically described above, Assignor intends to convey to Assignee, and does hereby sell, assign and set over to Assignee, all Assignor's right, title and interest in and to all royalties, overriding royalties and oil and gas leasehold interests in lands and leases in Lincoln and Sublette Counties, State of Wyoming, whether or not specifically described above.

DATED this 6th day of January, 2000.

ASSIGNOR:

LA BARGE ROYALTIES SYNDICATE, a common law business trust

By: _____
Robert W. Miracle, Trustee

By: _____
Morris R. Massey, Trustee

By: _____
Marvin A. Keller, Trustee

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Robert W. Miracle and Morris R. Massey, Trustees of the La Barge Royalties Syndicate, this 6th day of January, 2000.

Witness my hand and official seal.

PAMELA R. GOERTZ - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 9, 2001

Notary Public

My Commission Expires:

Sept 9, 2001

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Marvin A. Keller, Trustee of the La Barge Royalties Syndicate, this 24 day of January, 2000.

Witness my hand and official seal.

DOROTHY GEORGE - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires January 22, 2003

Notary Public

My Commission Expires:

1-22-2003

ASSIGNMENT

The Trustees of CENTRAL LA BARGE ROYALTIES, a common law business trust, Assignor, for good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sell, assign, convey and set over to KEMMERER - LA BARGE ROYALTIES LLC, a Wyoming limited liability company, 111 West Second Street, Suite 613, Casper, Wyoming 82601, Assignee, the overriding royalty interests in the oil, gas and associated hydrocarbons produced and sold from the below described lands under and by virtue of the identified leases which are specified as follows:

(1) Lease: SA, E-09561-A

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 17: E½, E½NW¼, NE¼SW¼
Section 20: NE¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

(2) Lease: USA, E-09561-B

Lands: Township 27 North, Range 113 West, 6th P.M.
Section 17: W½NW¼

County and State: Sublette County, Wyoming

ORRI: 2.5%

In addition to the overriding royalty interests specifically described above, Assignor intends to convey to Assignee, and does hereby sell, assign and set over to Assignee, all Assignor's right, title and interest in and to all royalties, overriding royalties and oil and gas leasehold interests in lands and leases in Lincoln and Sublette Counties, State of Wyoming, whether or not specifically described above.

277051

RECORDED Jan. 27, 2000 @ 11:30 AM
IN BOOK 113 O+G PAGE 318
FEES $10.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

DATED this 6th day of January, 2000.

ASSIGNOR:

CENTRAL LA BARGE ROYALTIES, a common law business trust

By: _____
Robert W. Miracle, Trustee

By: _____
Morris R. Massey, Trustee

By: _____
Marvin A. Keller, Trustee

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Robert W. Miracle and Morris R. Massey, Trustees of the Central La Barge Royalties, this 6th day of January, 2000.

Witness my hand and official seal.

PAMELA R. GOERTZ - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 9, 2001

Notary Public

My Commission Expires:

Sept 9, 2001

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Marvin A. Keller, Trustee of the Central La Barge Royalties, this 27th day of January, 2000.

Witness my hand and official seal.

DOROTHY GEORGE - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires January 22, 2003

Dorothy George
Notary Public

My Commission Expires:

1-22-2003

320

321

RECORDED Jan. 27, 2000 @ 1:30 pM
IN BOOK 113 OR6 PAGE 321
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathe Deputy

STATE OF WYOMING §

COUNTY OF SUBLETTE §

277052

ASSIGNMENT OF INTEREST

This Assignment of Interest (hereinafter called the "Assignment") made and entered into on January 19, 2000, ~~1999~~ to be effective at 7:00 o'clock a.m. Wyoming time, May 1, 1999 (hereinafter called the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and conditions herein contained **STAGHORN RESOURCES, LLC**, whose address is 406 South Boulder, Suite 800, Tulsa, Oklahoma (hereinafter the "Assignor") does hereby transfer, assign and convey, unto **FORCENERGY INC**, whose address is 2730 S.W. 3rd Avenue, Suite 800, Miami, Florida 33129-2356 (hereinafter called the "Assignee") the following items (hereinafter called the "Property"):

1. All of Assignor's right, title and interest in and to the Bird Canyon Federal 1-23 Well, located in the NE/4 SE/4 Section 23, T27N-R112W, Sublette County, Wyoming, insofar and only insofar as to the interval(s) or formation(s) currently open to production (hereinafter referred to as "Well"), together with a like interest in any oil and gas leases pooled, unitized or communitized therewith (hereinafter referred to as "Leases")

2. All of Assignor's right, title and interest in all joint operating agreements, pooling, communitization and unitization agreements, production and product sales agreements, gas processing agreements, construction and operating agreements for platforms, gas processing plants and other facilities, transportation agreements, pipeline connection agreements, salt water disposal agreements, commingling agreements, exploration agreements, area of mutual interest agreements, farmout and farmin agreements, permits and licenses and all other similar agreements and instruments, to the extent, and only to the extent they relate to the Leases and/or Wells.

3. All of Assignor's right, title and interest in all tangible property consisting of equipment, inventory, components, pipelines, wells, machinery, fixtures, production facilities, office equipment and other tangible property located on the Leases, to the extent, and only to the extent the property relates to the Leases and/or Wells.

4. All oil, gas, distillate, condensate, casinghead gas or other liquid or vaporous hydrocarbons or minerals produced from or attributable to the Leases and/or Wells from and after the Effective Date.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE, OR AS TO QUANTITY, QUALITY OR FITNESS OF USE OF THE EQUIPTMENT OR MATERIAL.

As of the Effective Date, Assignor shall have no further rights or obligations with respect to the Property. As of the Effective Date, Assignee hereby assumes all obligations and liabilities of Assignor with respect to the Property. Assignee shall be entitled to all the proceeds from the Property attributable to the period from and after the Effective Date and shall be responsible for all expenses with respect to the Property which accrue after the Effective Date. Assignor shall be entitled to all the proceeds from the Property attributable to the period prior to the Effective Date and shall be responsible for all expenses with respect to the Property which accrue prior to the Effective Date.

This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, This Assignment is executed by Assignor and Assignee as of the Effective Date.

WITNESS:

Assignee:
FORCENERGY INC

By: _____
M.J. Baiamonte, Jr.
Land Manager

WITNESS:

Assignor:
STAGHORN RESOURCES, LLC

By: Karen L. Reed, Vice President
(Printed/Typed Name)
Capacity: _____

322

STATE OF LOUISIANA §

PARISH OF JEFFERSON §

This instrument was acknowledged before me on January 19, 2000 ~~1999~~ by M.J. Baiamonte, Jr., Land Manager of **FORCENERGY INC**, a Delaware Corporation.

Witness my hand and official seal.

CARL R. McC[illegible]
NOTARY PUBLIC, JEFFERSON PAR[illegible]
STATE OF LOUIS[illegible]
MY COMMISSION IS ISS[illegible]
PUBLIC

Notary Public
My Commission Expires: _____

STATE OF Oklahoma §

COUNTY OF Rogers §

This instrument was acknowledged before me on December 1, 1999 by Karen L. Reed, Vice President as _____ of **STAGHORN RESOURCES, LLC**, a Delaware Corporation.

PHYLLIS SPURLOCK
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
ROGERS COUNTY

Witness my hand and official seal.
My commission expires:
10-25-2001

Notary Public in and for Rogers County, State of Oklahoma

[redacted]

[redacted]

(H[redacted]237-00)

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 98-00407 Assignment Approval Date - NOV 09 1999

ASSIGNOR, with name and address at,

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, CO 80202

RECORDED 12/17/1999 AT 09:00 AM REC# 1302051 BK# 0920 PG# 0004
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 2

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as: (all)

T27N - R109W
Sec. 16: All

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

1) ASSIGNEE, with name and address at:

Holmes P. McLish
633 17th St., Suite 1650
Denver, CO 80202

40 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **60%**

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

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

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

Page 1 of 1 of Lease #98-00407 assignment dated Sept 3, 1999

277074

RECORDED Jan. 28, 2000 @ 11:30 AM
IN BOOK 113046 PAGE 324
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locke

SIGNED AS TO TRANSFER AND ACCEPTANCE this 3rd day of Sept, 1999.

ASSIGNOR - HS RESOURCES, INC.	ASSIGNEE (1) - HOLMES P. MCLISH
By - Janet W. Pasque	By - Holmes P. McLish
Janet W. Pasque '99 OCT 25 PM 1	Holmes P. McLish
Title - Vice President of Land	Title -
Attest -	Attest -

ASSIGNOR'S ACKNOWLEDGEMENT

RECORDED 12/17/1999 AT 09:00 AM REC# 1302851 BK# 0920 PG# 0885
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 2

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

The foregoing instrument was acknowledged before me by Janet W. Pasque, Vice President, Land, for HS Resources, Inc., this 3rd day of Sept, 1999.

WITNESS MY HAND AND OFFICIAL SEAL

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/10/2002

Lynda K. Hendrix, Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

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.

75934-000
Meadow Canyon

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-132056

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)* Seneca Resources Corporation
Street 1201 Louisiana, Suite 400
City, State, ZIP Code Houston, Texas 77002

*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: Township 32 North, Range 113 West, 6th P.M. Section 30: E/2 Section 31: E/2 From the surface of the earth down to the stratigraphic equivalent of 2,513' as found in the Katy 1-31 well located in the SW/4SE/4 of Section 31-T32N-R113W, Sublette County, Wyoming. Containing 640.00 acres more or less Sublette County, Wyoming This Assignment of Operating Rights is subject to the terms and conditions of that certain unrecorded Acquisition, Exploration and Development Agreement dated March 1, 1998, by and between Assignor and Assignee and to that certain Farmout Agreement effective March 1, 1999 between Donald B. Anderson Ltd., as Farmor, and Enron Oil & Gas Company as Farmee.	70.00%	23.33%	46.67%	-0-	Those of record

277100

RECORDED Feb. 1, 2000 @ 9:10AM
IN BOOK 113 Oto PAGE 326
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

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

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

☐ Transfer approved effective _____

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 COLORADO)
) §
CITY & COUNTY OF DENVER)

On the 1st day of December, 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

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 1st day of December 19 99 Executed this 19th day of January ~~December~~ 2000 ~~19 99~~

Name of Transferor EOG Resources, Inc.
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 ~~Agent and~~ Attorney-in-fact Seneca Resources Corporation

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

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

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

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John F. McKnight, Vice President - Land and Legal of Seneca Resources Corporation this 19th day of January 2000.

Witness my hand and official seal.

Seal
GWEN A. TEAGUE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 18, 2001

Gwen A. Teague
Notary Public, State of Texas
Printed Name: Gwen A. Teague
Commission Expires: 10-18-01

H:\LAND\OFFSHORE\ttk\Wyoming Acknowledgement.doc

329

75750-000
Meadow Canyon

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-144154

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)* Seneca Resources Corporation
Street 1201 Louisiana, Suite 400
City, State, ZIP Code Houston, Texas 77002

*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: Township 31 North, Range 113 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: NE/4, E/2SE/4 From the surface of the earth down to the stratigraphic equivalent of 3174 feet, being total depth drilled in the Kayla 1-5 well located in the SW/4NW/4 of Section 5-T31N-R113W, Sublette County, Wyoming. Containing 880.04 acres, more or less Sublette County, Wyoming This Assignment of Operating Rights is subject to the terms and conditions of that certain unrecorded Acquisition, Exploration and Development Agreement dated March 1, 1998, by and between Assignor and Assignee.	66.67%	50.00%	16.67%	-0-	6.50%

277101
RECORDED Feb. 1, 2000 @ 9:10 AM
IN BOOK 1 130+6 PAGE 329
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Euston

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]

STATE OF COLORADO)
) §
COUNTY OF DENVER)

On the 7th day of January, 2000, 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

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 7th day of January, 2000 Executed this 19th day of January, 2000

Name of Transferor EOG Resources, Inc.
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 Agent and Attorney-in-fact — Seneca Resources Corporation

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

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

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

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John F. McKnight, Vice President - Land and Legal of Seneca Resources Corporation this 19th day of January 2000.

Witness my hand and official seal.

(Seal)

GWEN A. TEAGUE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 18, 2001

Gwen A. Teague
Notary Public, State of Texas
Printed Name: Gwen A. Teague
Commission Expires: 10-18-01

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

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

Lease Serial No.

WYW-06269

OCT 21 1999

BY:

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)* McMurry Oil Company 49.5%
   Street 370 17th Street Suite 3020
   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
Township 31 North, Range 109 West, 6th PM					
Section 13: NE4, SW4	63.75%	47.8125%	15.9375%	-0-	2%*
Section 24: NE4	63.75%	47.8125%	15.9375%	-0-	2%*
Section 14: NE4	63.75%	63.75%	-0-	3%*	2%*
Sublette County, Wyoming					
(Limited in depth from the surfacr to the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE4 Section 14, Township 31 North, Range 109 West)					
This Assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996, between Meridian Oil Inc. and McMurry Oil Company					
This lease which is the subject to this Assignment is subject to that certain Agreement for Assignment of NOVI Leases and for Net Profits Interest Dated March 31, 1954 among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming.					
*Percentage to be proportionately reduced as to the interest owned, conveyed and retained herein.					

277103

RECORDED Feb 1, 2000 @ 9:30 AM
IN BOOK 113 O&G PAGE 332
FEES $ 14.00 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)

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.

EDWARD M. WARNER 2%
1401 17TH STREET, SUITE 1200
DENVER, CO 80202

NERD ENTERPRISES, INC. 24.75%
A WYOMING CORPORATION
P.O. BOX 949
CASPER, WY 82602

FORT COLLINS CONSOLIDATED ROYALTIES, INC. 23.75%
A COLORADO CORPORATION
P.O. BOX 1363
CHEYENNE, WY 82003

STATE OF Colorado)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of August, 1999 by Michael D. Watford, CEO on behalf of Ultra Resources, Inc.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000 (SEAL)

NOTARY PUBLIC E. MARKS STATE OF COLORADO

NOTARY PUBLIC
ADDRESS:

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 16th day of August, 19 99

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

Transferor _____
(Signature)

or

~~Attorney-in-fact~~ Michael D. Watford,
CEO
(Signature)

304 Inverness Way South, #295
(Transferor's Address)

Englewood CO 80112
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 _____

See Rider attached hereto and incorporated herein for signatures of Transferees

Transferee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRANSFER OF OPERATING RIGHTS AFFECTING U.S.A. OIL & GAS LEASE W-06269 FROM ULTRA RESOURCES, INC. TO McMURRY OIL COMPANY *ET AL* DATED 8/17/99, 1999.

SIGNATURES OF TRANSFEREES

McMURRY OIL COMPANY

By: _____
John W. Martin, President
Date: _____

EDWARD M. WARNER

_____
Date: 12-1-99

NERD ENTERPRISES, INC.

By: _____
Mick McMurry, President
Date: 10-19-99

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks, Executive Vice President
Date: 11/13/99

J:\THOMPSON\MCMURR-1\ASSIGNME\LANCE.TOR

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by John Mcmurry, President of McMurry Oil Company , a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:
My Commission Expires 11/30/2002 11-30-2002 .

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 13th day of November, 1999, by William R. Weeks, Executive Vice Pres of Fort Collins Consolidated Royalties, Inc a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

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

Notary Public

My commission expires: 11-1-2002

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19 day of October, 1999, by Mick McMurry, President of NERO Enterprises Inc a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 15th day of December 1999, by Edward H. Warren an individual.

Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

SEAL

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TROMBLEY INVESTMENTS, % Barbara Morgan, 1501 Pinnacle View Drive NE, Albuquerque, NM 87112, hereinafter referred to as "Assignor", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto McMURRY OIL COMPANY, 370 17th Street, Suite 3020, Denver, Colorado, 80202, hereinafter referred to as "Assignee" One Hundred Percent (100%) of Assignor's overriding royalty interest burdening that certain Federal Oil and Gas Lease identified as WYW-06934, dated effective July 1, 1951, issued by the United States Department of Interior, Bureau of Land Management to R. A. Trombley covering the following described land in SUBLETTE COUNTY, STATE OF WYOMING:

Township 31 North, Range 108 West, 6th P.M.
Section 19: E/2
Section 29: W/2
Section 31: E/2

Township 30 North, Range 108 West, 6th P.M.
Section 6: Lots 1, 2, S/2NE/4, SE/4
Section 7: Lots 3, 4, E/2SW/4, SE/4

Township 30 North, Range 109 West, 6th P.M.
Section 11: SE/4
Section 12: S/2

277104

RECORDED Feb. 1, 2000 @ 9:30AM
IN BOOK 130+G PAGE 337
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sartin

containing two thousand forty-five and ninety-four one hundredths (2045.94) acres, more or less.

This Assignment is executed and delivered without any representation or warranty of title, either express or implied, except that Assignor warrants title to Assignee to be free of all liens and encumbrances created by, through or under Assignor.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the lease and with each transfer or assignment thereof.

EXECUTED as of the 27th day of December, 1999, but effective as of 12:01 a.m. December 1, 1999.

TROMBLEY INVESTMENTS

By: Barbara K. Morgan
Barbara K. Morgan, Partner

By: James R. Trombley
James R. Trombley, Partner

By Jo Anne Kennedy
Jo Anne Kennedy, Partner

By: Mary Jane Beisel
Mary Jane Beisel, Partner

STATE OF New Mexico)
)ss
COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me this 27th day of December, 1999 by Barbara K. Morgan, Partner of Trombley Investments.

Witness my hand and official seal.

Penny L. Edgerton
Notary Public

(SEAL)

My commission expires: 09-03-2003

OFFICIAL SEAL
PENNY L. EDGERTON
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 09-03-2003

[redacted] [redacted] WY-05[redacted]0042-00

The foregoing instrument was acknowledged before me this 27th day of December, 1999 by James R. Tombley, Partner of Trombley Investments.

Witness my hand and official seal.

Penny L Edgerton

Notary Public

OFFICIAL SEAL
PENNY L. EDGERTON
NOTARY PUBLIC-STATE OF NEW MEXICO
(SEAL)

My commission expires: 09-03-2003

My commission expires: _____

The foregoing instrument was acknowledged before me this 27th day of December, 1999 by Jo Anne Kennedy, Partner of Trombley Investments.

Witness my hand and official seal.

Penny L Edgerton

Notary Public

OFFICIAL SEAL
PENNY L. EDGERTON
NOTARY PUBLIC-STATE OF NEW MEXICO
(SEAL)

My commission expires: 09-03-2003

My commission expires: _____

The foregoing instrument was acknowledged before me this 27th day of December, 1999 by Mary Jane Beisel, Partner of Trombley Investments.

Witness my hand and official seal.

Penny L Edgerton

Notary Public

OFFICIAL SEAL
PENNY L. EDGERTON
NOTARY PUBLIC-STATE OF NEW MEXICO
(SEAL)

My commission expires: 09-03-2003

My commission expires: _____

339

RATIFICATION OF
OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS that certain Oil and Gas Lease dated August 20, 1998, from Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993, as Lessor to McMurry Oil Company, as Lessee, was recorded in Book 108 O&G, Page 674, of the records of Sublette County, Wyoming (hereinafter referred to as the "Lease");

WHEREAS, said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 107 West, 6th P.M.
Section 8: NW/4SW/4

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned does hereby acknowledge receipt of the rentals payable under the above described Oil and Gas Lease and in consideration of receipt of said rental payments, which are being retained by the Undersigned, does hereby ratify the above described Oil and Gas Lease and acknowledges that the same is in full force and effect as fully as if the rental had been timely paid.

EXECUTED this 30 day of December 1999.

Mary L. Arambel
Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993.

JESSICA YEAGER - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 6-8-02

STATE OF Wyoming)
)ss
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 30 day of Dec. 1999 by Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993.

Witness my hand and official seal.

Jessica Yeager
Notary Public

(SEAL)

My commission expires: 6-8-02

277105

RECORDED Feb 1, 2000 19 9:30 AM
IN BOOK 113 O+G PAGE 339
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacco

24-010-00250-00

[redacted] [redacted] [redacted]

RATIFICATION OF
OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS that certain Oil and Gas Lease dated October 27, 1998, from Ann Marie Gaviotis, a widow, as Lessor to McMurry Oil Company, as Lessee, was recorded in Book 109 O&G, Page 562, of the records of Sublette County, Wyoming (hereinafter referred to as the "Lease");

WHEREAS, said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 27: SW/4SW/4
Section 28: NW/4SE/4
Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned does hereby acknowledge receipt of the rental payable under the above described Oil and Gas Lease and in consideration of receipt of said rental payment, which is being retained by the Undersigned, does hereby ratify the above described Oil and Gas Lease and acknowledges that the same is in full force and effect as fully as if the rental had been timely paid.

EXECUTED this 17th day of Dec., 1999.

Ann Marie Gaviotis
Ann Marie Gaviotis

STATE OF Wyoming)
)ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 17th day of December, 1999 by Ann Marie Gaviotis

Witness my hand and official seal.

Marcia R. Dunn
Notary Public

MARCIA R. DUNN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires March 9, 2002
SEAL

My commission expires: 3/9/02

277106

RECORDED Feb. 1, 2000 @ 9:30 AM
IN BOOK 113 O+G PAGE 340
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

24-010-00251-10.

341

RECORDED Feb 1, 2000 TO 9:30 AM
IN BOOK 113 O+G PAGE 341
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

RATIFICATION OF OIL AND GAS LEASE

277107

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS that certain Oil and Gas Lease dated October 15, 1998, from Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust, as Lessor to McMurry Oil Company, as Lessee, was recorded in Book 109 O&G, Page 560, of the records of Sublette County, Wyoming (hereinafter referred to as the "Lease");

WHEREAS, said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 27: SW/4SW/4
Section 28: NW/4SE/4
Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned does hereby acknowledge receipt of the rental payable under the above described Oil and Gas Lease and in consideration of receipt of said rental payment, which is being retained by the Undersigned, does hereby ratify the above described Oil and Gas Lease and acknowledges that the same is in full force and effect as fully as if the rental had been timely paid.

EXECUTED this 17 day of December, 1999.

Karen G. Arambel
Karen G. Arambel, Individually and as Trustee
of the Karen G. Arambel Trust

STATE OF Wyoming)
)ss
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 17 day of December, 1999 by Karen G. Arambel, Individually and as Trustee of the Karen G. Arambel Trust.

Witness my hand and official seal.

Flora A Halter
Notary Public

(SEAL)

My commission expires: March 5, 2003

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2003

WY-010-00251-09

WYW-146051
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-146051

---

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

2. Nature of Interest:

   a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80202

receives a right to construct, operate, maintain, and terminate a 4 inch and 6 inch temporary surface pipeline and a 8 inch permanent buried pipeline, on Federal lands described as follows:

277108

T. 31 N., R. 109 W.
section 3, Lot 1, SE¼NE¼.

T. 32 N., R. 109 W.
section 6, Lots 4-8, S½SE¼;
section 7, E½NE¼;
section 8, SW¼NW¼, W½SW¼, SE¼SW¼;
section 17, N½NE¼, SE¼NE¼, NE¼NW¼;
section 21, W½NE¼, NE¼NW¼, N½SE¼;
section 22, N½SW¼, SE¼SW¼, SW¼SE¼;
section 27, W½NE¼, SE¼NW¼, E½SW¼;
section 34, NW¼, NE¼SW¼, W½SE¼, SE¼SE¼.

T. 33 N., R. 109 W.
section 8, SW¼SE¼;
section 17, NW¼NE¼, E½NW¼, SW¼NW¼;
section 18, Lots 3 and 4, S½NE¼, NE¼SW¼, NW¼SE¼;
section 19, Lots 1-4;
section 30, Lot 1, E½W½, SW¼SE¼;
section 31, N½NE¼, SE¼NE¼;
section 32, SW¼NW¼, N½SW¼, SE¼SW¼, SW¼SE¼.
6th PM, Sublette County, Wyoming

RECORDED Feb. 1, 2000 AT 10:05AM
IN BOOK 113 O+G PAGE 342
FEES $20.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

   b. The right-of-way or permit area granted herein is 50 feet wide, 69,494 feet long and contains 79.8 acres, more or less.

WY 34613

c. This instrument shall terminate 2 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated November 6, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

[redacted] [redacted] [redacted]

WYW-146051

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

(Signature of Holder)

Right-of-Way Agent
(Title)

November 6, 1998
(Date)

(Signature of Authorized Officer)

Acting Field Manager
(Title)

November 6, 1998
(Effective Date of Grant)

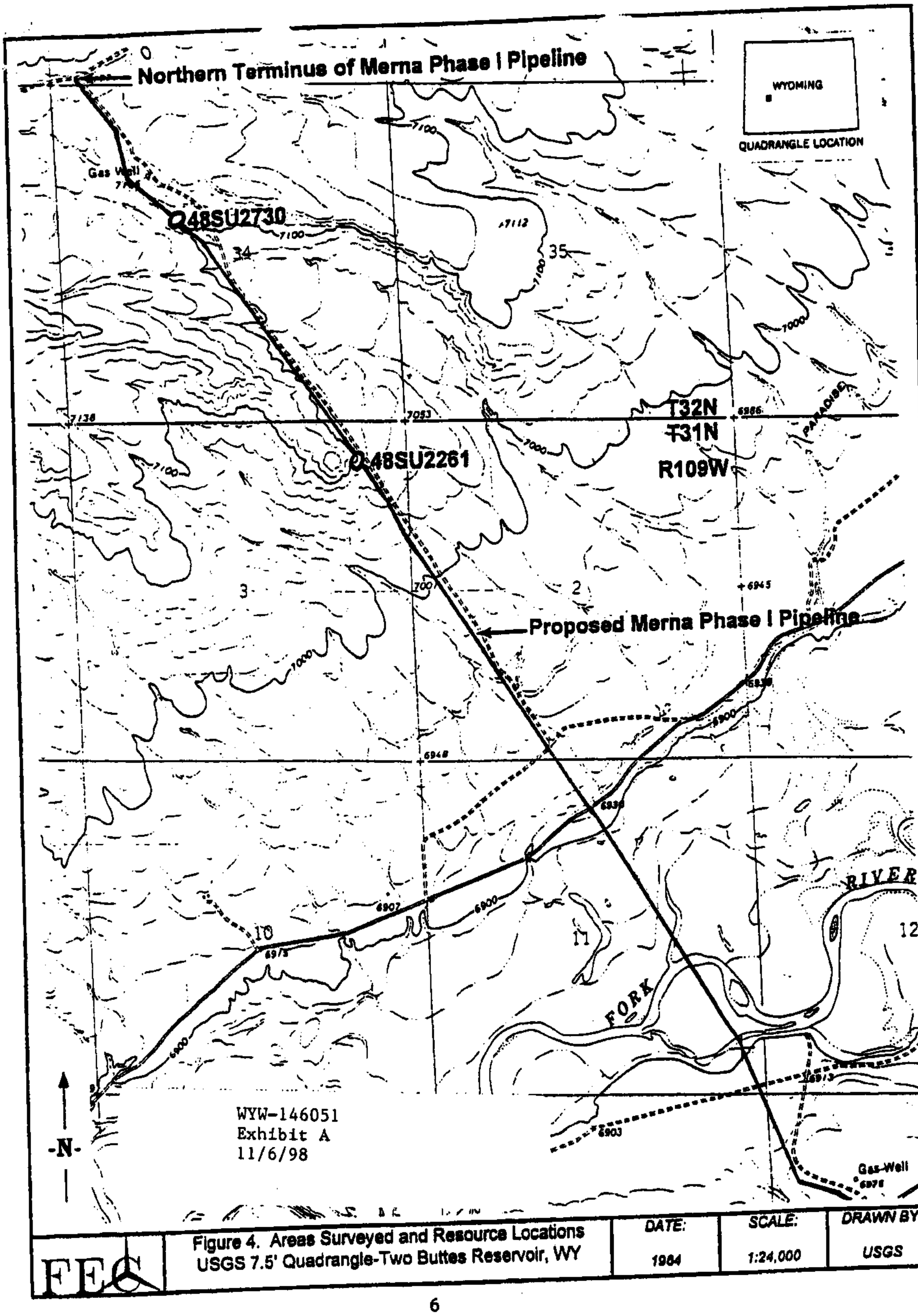


Figure 4. Areas Surveyed and Resource Locations USGS 7.5' Quadrangle-Two Buttes Reservoir, WY	DATE: 1984	SCALE: 1:24,000	DRAWN BY: USGS

Archaeological Services
Western Wyoming College

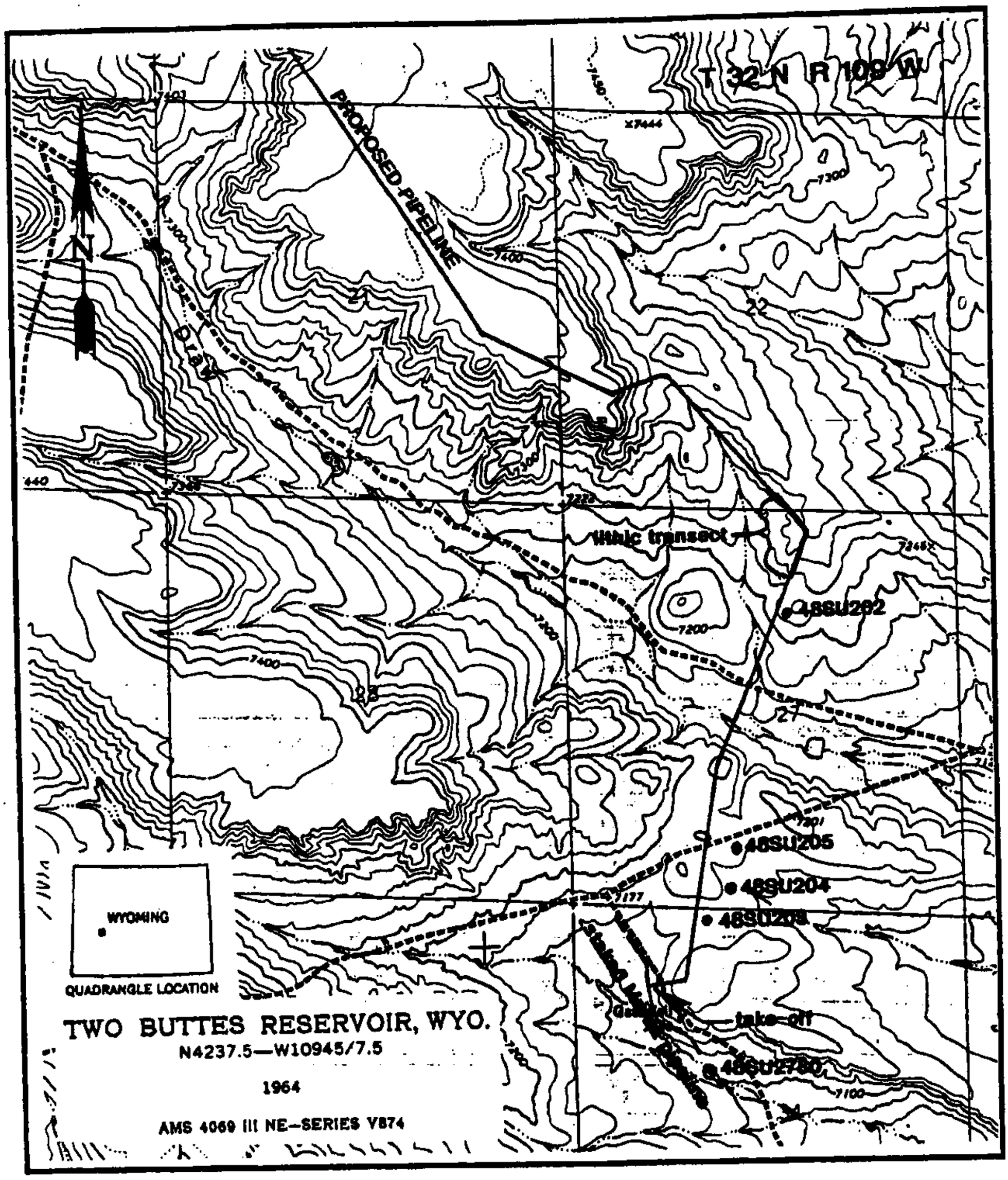


Figure 1. USGS topographic map showing the location of the proposed MGR Mesa Pipeline in Sublette County, Wyoming.

Archaeological Services
Western Wyoming College

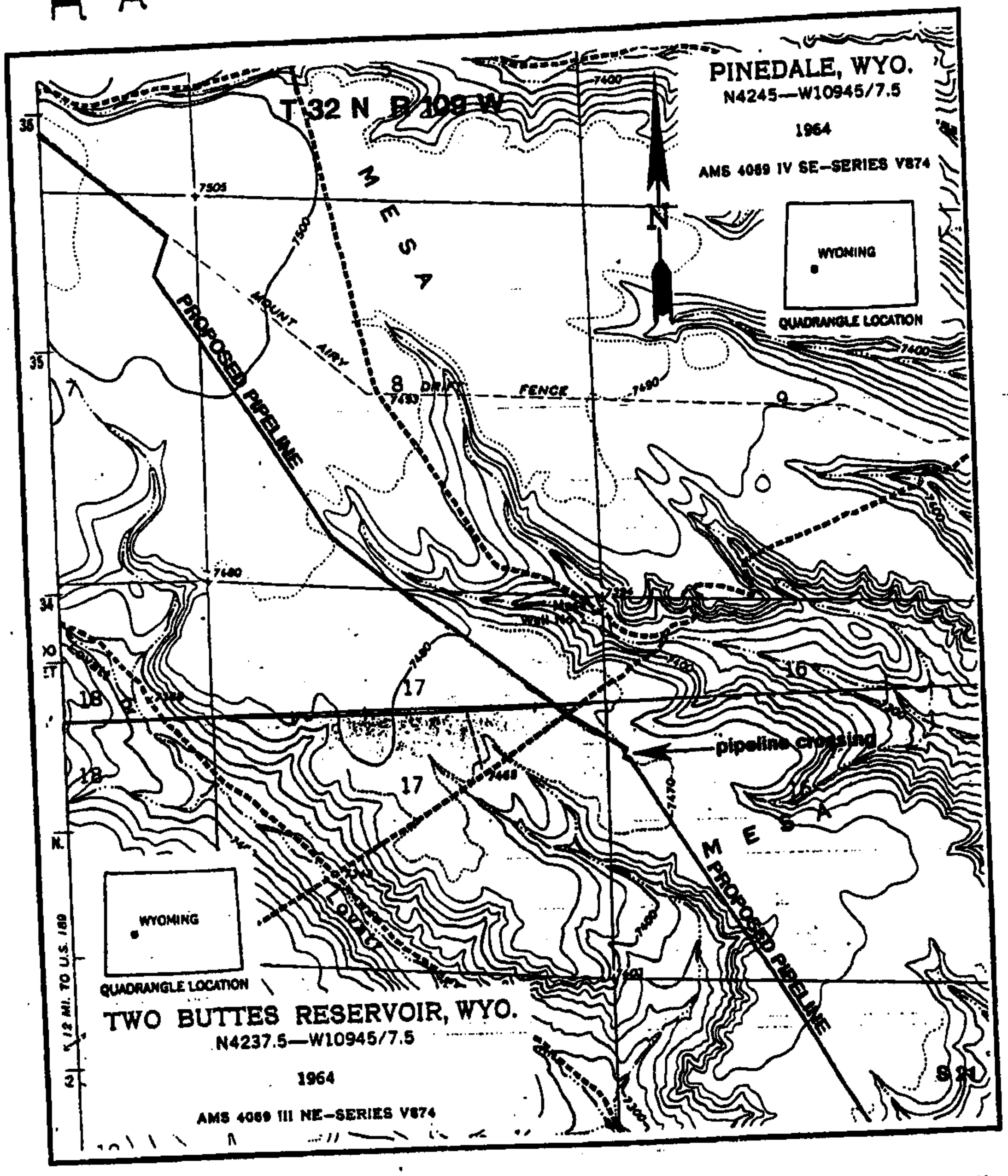


Figure 2. USGS topographic map showing the location of the proposed MGR Mesa Pipeline in Sublette County.

Archaeological Services
Western Wyoming College

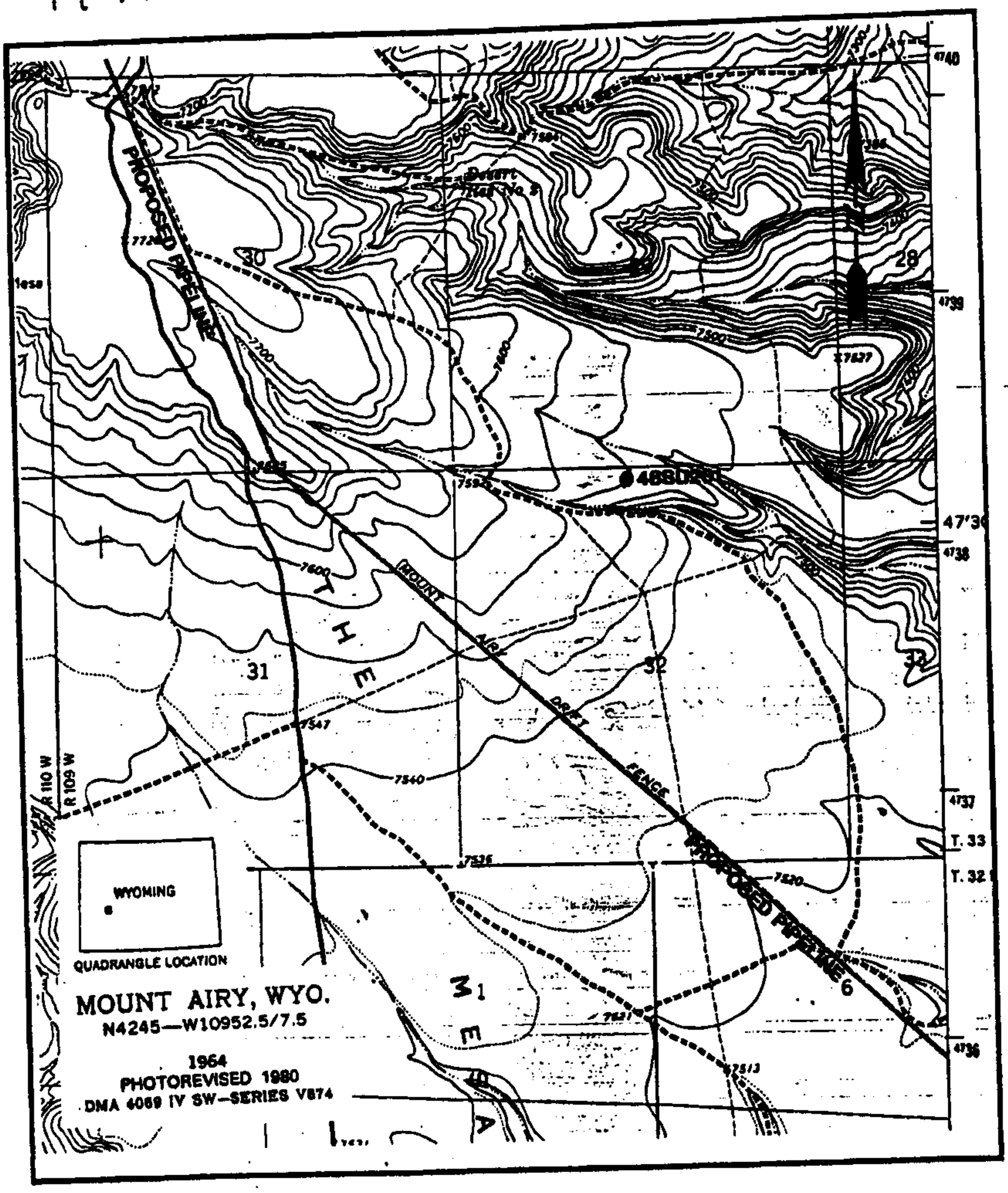


Figure 3. USGS topographic map showing the location of the proposed MGR Mesa Pipeline in Sublette County.

Archaeological Services
Western Wyoming College

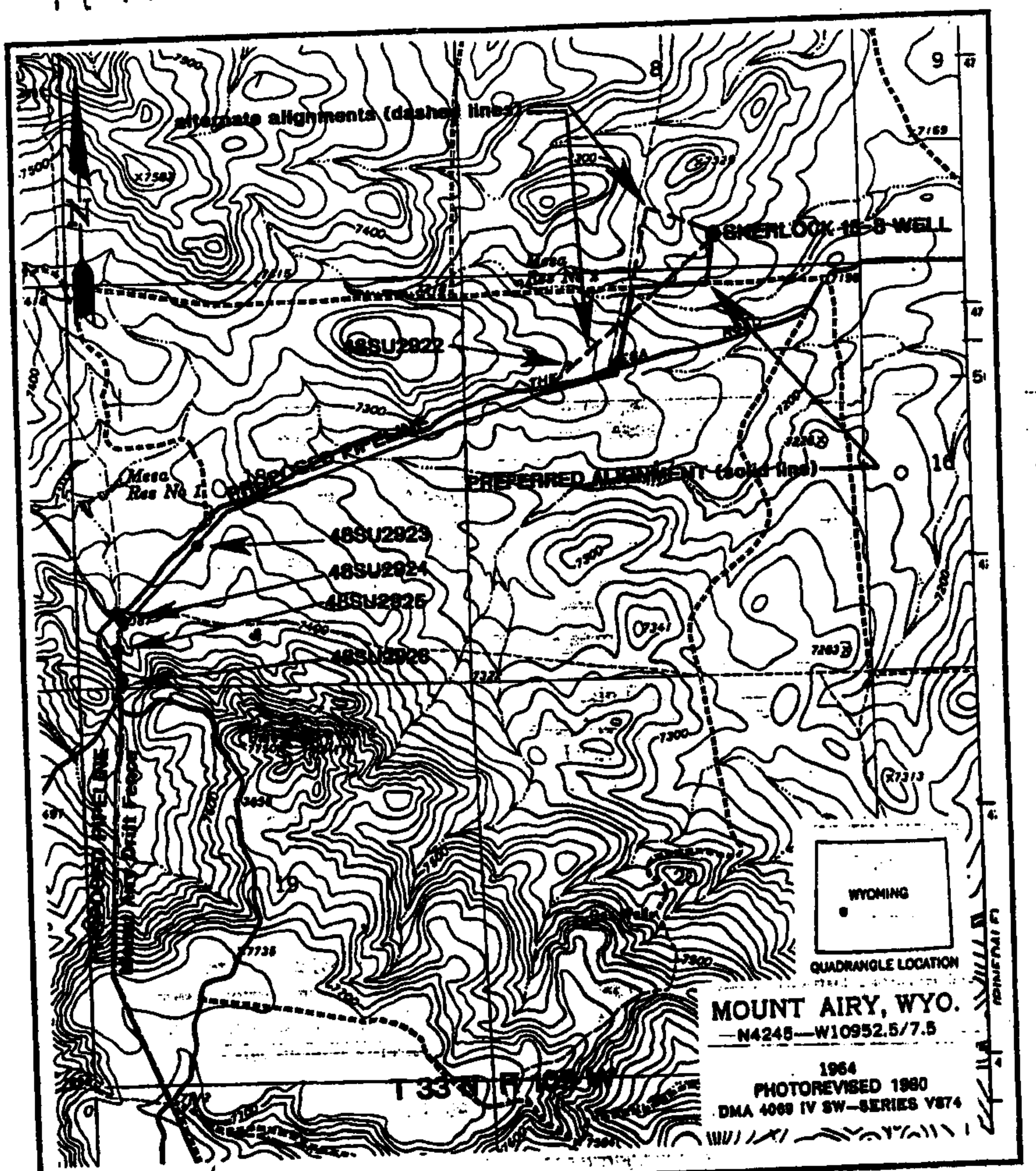


Figure 4. USGS topographic map showing the location of the proposed MGR Mesa Pipeline in Sublette County.

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

WYW-146051
Exhibit B
11/06/98

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 6, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

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

8. Construction activity and surface disturbance will be prohibited during the period from 11/15 to 4/30 for the protection of big game winter range.

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

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

9. An open trench examination of the pipeline shall be conducted by a qualified archaeologist in Section 3, T. 31 N., R. 109 W and Section 34, T. 32 N., R 109 W.. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

10. A certified archaeologist will be on site at all times during construction in Section 3, T. 31 N., R. 109 W.. Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.

11. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

2800 (100)
WYW-146051

June 7, 1999

DECISION

Mr. Mike Todd
Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

Application Amendment Received
May 20, 1999

Right-of-Way Application Amendment Approved

Re: Pipeline ROW - Sherlock 15-8

The Bureau of Land Management, Pinedale Field Office, has reviewed your request to amend the pipeline right-of-way for the Sherlock 15-8. The original grant approved an 8" buried pipeline in Section 3 T31N-R109W and Section 8 T33N-R109W. However, as the installation of a 12" pipeline in these two sections would not entail additional disturbance, BLM approves your request for a 12" buried pipeline in these two sections only.

Please feel free to contact Lisa Fretz-Stotts at 307-367-5341 if you have further questions regarding this decision.

277109

Field Manager

RECORDED Feb. 1, 2000 @ 10:05 AM
IN BOOK 1130+6 PAGE 353
FEES $ 6.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

WY-34613

[redacted] [redacted] [redacted]

United States Department of the Interior

277110 BUREAU OF LAND MANAGEMENT

2880 (WY100)
WYW-146051

Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

August 6, 1999

RECORDED Feb. 1, 2000 TIME 10:05 AM
IN BOOK 1130+G PAGE 354
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

DECISION

Mr. Mike Todd
Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

Application Received
August 4, 1999

RIGHT-OF-WAY AMENDMENT GRANTED

Re: Pipeline - Pinedale #4 Section

This is your authorization amending right-of-way grant WYW-146051 according to your application received in this office on August 4, 1999. This Decision authorizes Mountain Gas Resources to hold a right-of-way for a 12 inch buried natural gas pipeline. This additional right-of-way is approximately 400 feet long and will be 50 feet wide containing 0.5 acres. The right-of-way travels across the following public lands as depicted on the enclosed Exhibit A.

T. 32 N., R. 109 W.
section 34, SE¼NW¼.
6th PM, Sublette County, Wyoming

This right-of-way is for a 12 inch buried natural gas pipeline and is subject to the terms, conditions, and stipulations stated in the November 6, 1998, right-of-way grant and your plan of development received with your application. The term of this amendment will run through the period set forth in the November 6, 1998, right-of-way grant.

Advance rental fees through November 5, 2000, were determined to be $4.38. Payment is due at this time.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2884.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

WY-34613

Standards for Obtaining a Stay: Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

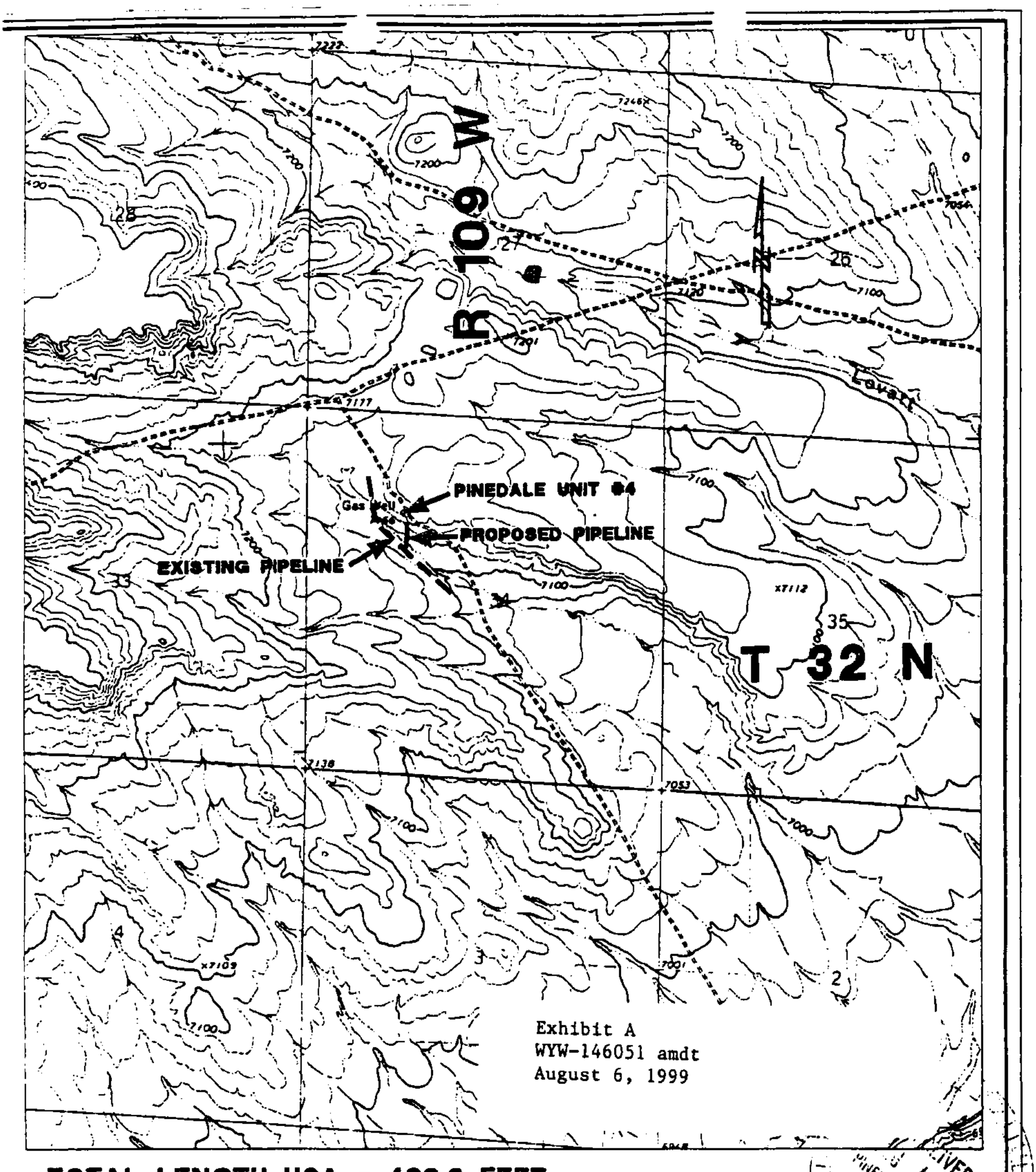
(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

ACTING Field Manager

Enclosure



TOTAL LENGTH USA = 400.9 FEET

GRIFFIN & ASSOCIATES, INC.
SUITE 202
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
Professional Land Surveying

PROPOSED
PIPELINE

QUAD USED
TWO BUTTES RESERVOIR

SCALE 1"=2000'
JOB NO. 6391

DATE 7/20/99

PIPELINE FOR
MOUNTAIN GAS RESOURCES, INC.
20 SHOSHONE AVENUE
GREEN RIVER, WYOMING 82935
1(307)875-8785

RECEIVED
AUG 4
PINEDALE FIELD AREA
BUREAU OF LAND MANAGEMENT
RESOURCE AREA OFFICE

WYW-143406
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

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

SERIAL NUMBER WYW-143406

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

2. Nature of Interest: **277111**

RECORDED Feb 1, 2000 10:05 AM
IN BOOK 113 Opt 6 PAGE 357
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

a. By this instrument, the holder:

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

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

T. 31 N., R. 108 W.
section 19, Lots 1 and 2, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 29, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼;
section 30, NE¼NE¼;
section 32, E½NE¼, NW¼NE¼.

T. 31 N., R. 109 W.
section 2, W½SW¼, SE¼SW¼
section 11, Lots 1, 2, and 7, NE¼NW¼;
section 13, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 14, NE¼NE¼
section 24, NE¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 24,246.76 feet long and contains 27.8 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated October 9, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

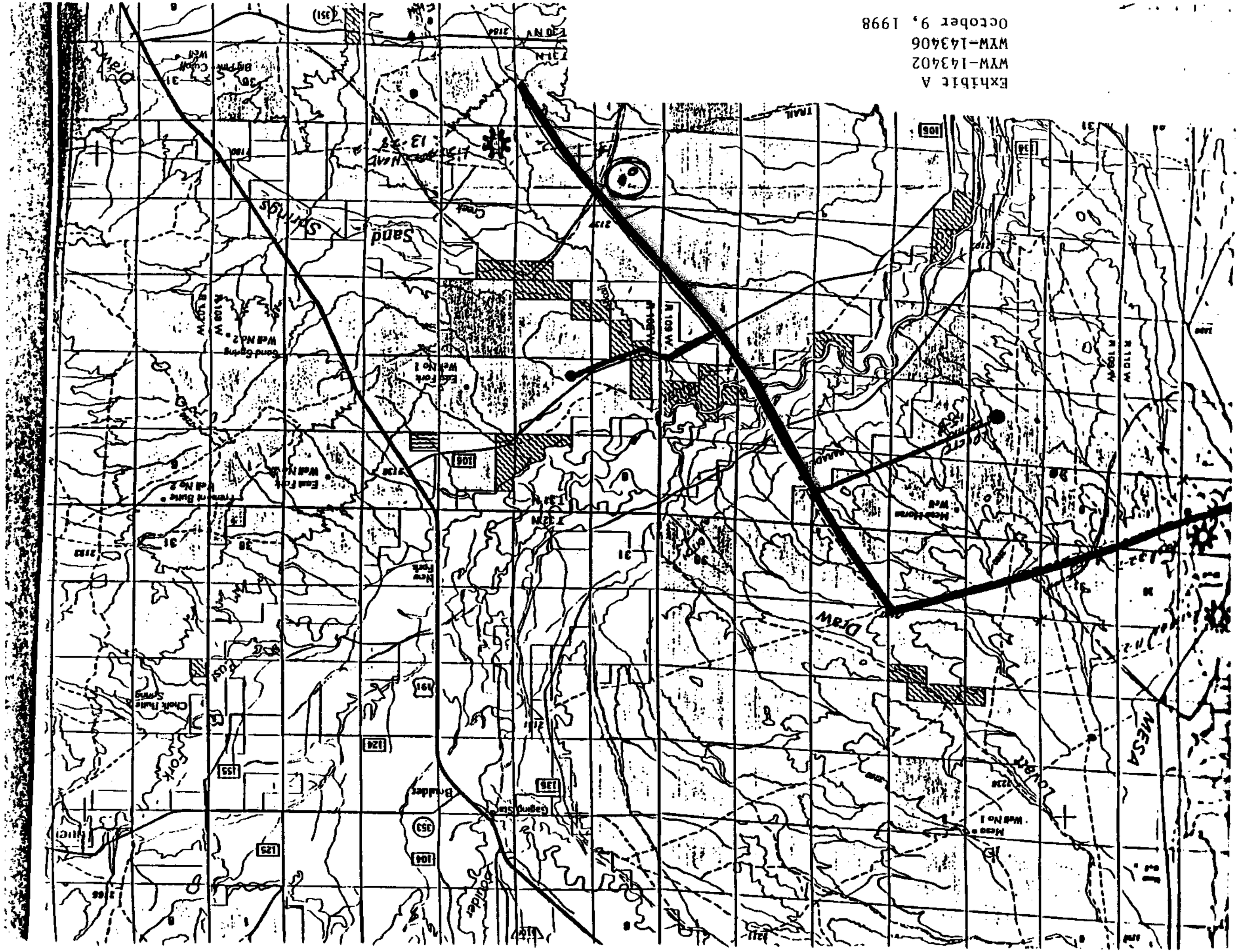
d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

[signature]	[signature]
(Signature of Holder)	(Signature of Authorized Officer)
Right of Way Agent	Field Manager
(Title)	(Title)
10/19/98	10/22/98
(Date)	(Effective Date of Grant)

Exhibit A
WXW-143402
WXW-143406
October 9, 1998


Sand Springs
Draw
MESA
Mesa Horse Well
Mesa Well No 1
Sand Spring Well No 2
East Fork Well No 1
East Fork Well No 2
New Forks
Chalk Flume Springs
Boulder
Eagle Rock
Bruce Draw
Trail
Ridge
Creek
Canyon
Butte
Mesa
Well
Spring

WYW-143406
WYW-143402
Exhibit B
October 9, 1998
2800 (100)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

(over)

WYW-143406
WYW-143402
Exhibit B
10/9/98

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on October 9, 1998. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

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

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

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. **Care shall be taken to minimize construction blading in the vicinity of the Lander Trail (S1/2 Sec. 29, T. 31 N., R 108 W.)** Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

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

Construction activity and surface disturbance will be prohibited from 11/15 to 4/30 for the protection of critical deer winter range.

Construction activity and surface disturbance will be prohibited during the period from 4/1 to 6/30 for the protection of grouse nesting habitat.

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

WYW-143406
WYW-143402
Exhibit B
10/09/98

9. A certified archaeologist will be on site at all times during construction at 48SU2261 (NENE Section 3, T. 31 N., R 109 W) and at the New Fork River Crossing of the pipeline (SE, Section 11, NENE, Section 12, NWNW, Section 13, T. 31 N., R. 109 W.) Any cultural materials located during construction will be reported to the Authorized Officer. Procedures for determining significance and/or effect will be established at that time. Cost of any further cultural work will be borne by the holder.

An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated and procedures specified in the Discovery Plan for the Mt. Gas Lizard Head 3-28 Pipeline will be followed. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.

On this 13th day of January ,2000, I swear that the attached 2 page letter, referencing WYW-143406, dated August 20, 1999, and the attached 6 page right-of-way grant, WYW-143406, dated October 22, 1998, are true copies on file with the Bureau of Land Management, Pinedale Field Office.

Priscilla E. Mecham

Priscilla Mecham, Field Manager

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Priscilla Mecham on January 13, 2000.

Witness my hand and official seal.

Patricia J. Hoare

Notary Public

My term expires April 16, 2003.

WY-33655

[redacted] [redacted] [redacted]

2880 (WY100)
WYW-143406

August 20. 1999

Mr. Mike Todd
Mountain Gas Resources
P.O. Box 100
Green River. WY 82935

Re: Lovatt Draw Pipeline - W-143406

Mr. Mike Todd:

On October 22, 1998, a right-of-way was issued for the above referenced project across the following public:

T. 31 N., R. 108 W.
section 19, Lots 1 and 2, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 29, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼;
section 30, NE¼NE¼;
section 32, E½NE¼, NW¼NE¼.

T. 31 N., R. 109 W.
section 2, W½SW¼, SE¼SW¼;
section 11, Lots 1, 2, and 7, NE¼NW¼;
section 13, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 14, NE¼NE¼;
section 24, NE¼NE¼.
6th PM, Sublette County, Wyoming

Errors have been noted in the legal description. The description should read as follows:

T. 31 N., R. 108 W.
section 19, Lots 1 and 2, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 29, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼;
section 30, NE¼NE¼;
section 32, E½NE¼, NW¼NE¼.

T. 31 N., R. 109 W.
section 11, Lot 1;
section 13, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 24, NE¼NE¼.
6th PM. Sublette County, Wyoming

Please note this correction on your copy of the right-of-way grant.

If you have any questions concerning this letter, please contact Tracy Hoover at 307-367-5342.

Sincerely,

/S/ LESLIE A. THEISS

Field Manager

PHoover:U/thoover/wordperfect/~~122370~~mntgas.ltr:8/20/99

[redacted] [redacted] [redacted]

LEASE NO.: 99-00580

PARCEL NO.: 822

FUND: C.S.

277187

RECORDED Feb 7, 2000 11:15AM
IN BOOK 113046 PAGE 360
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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**:

Texaco Exploration and Production Inc.

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

640.00	All	Section 16, Twp. 28 N., Rg. 105 W., 6th P.M.

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

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

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: _____
M. J. Davis, Attorney-in-Fact
Address: P. O. Box 2100

City: Denver State: CO Zip: 80201

Telephone No. (303) 793-4000

WY-91324-9-A

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.

ST S WY 2 930 86.

[redacted] [redacted] [redacted]

LEASE NO.: 99-00602

PARCEL NO.: 844

FUND: C.S.

277188

RECORDED Feb. 7, 2000 @ 11:15 AM
IN BOOK 113046 PAGE 368
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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Texaco Exploration and Production Inc.

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640.00	All	Section 36, Twp. 28 N., Rg. 106 W., 6th P.M.

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

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: _____
M. J. Davis, Attorney-in-Fact
Address: P. O. Box 2100

City: Denver State: CO Zip: 80201

Telephone No. (303) 793-4000

WY-91327S-A

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.

[illegible] 7 AM 9 13

75362-000
Ruben

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.
WYW131151

Lease Effective Date
(Anniversary Date)
January 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, TX 77251-1188

*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 15: N1/2NW1/4 Containing 80.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

277189

RECORDED Feb. 7, 2000 @ 12:00 PM
IN BOOK 113 O+G PAGE 370
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lucero

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)

370

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 30th day of December, A.D. 1996, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30th day of December, A.D. 1996.

PEGGY J. LOPEZ · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

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 30th day of December, 19 96

Name of Assignor as shown on current lease Hanson & Strahn Energy Land Services, Inc.
Please type or print

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

P.O. Box 1108
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 30th day of December, 1996

Assignee Enron Oil & Gas Company by: (Signature)
or
Attorney-in-fact _____ (Signature)

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

[redacted] [redacted] [redacted]

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY ON FEDERAL OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, EDWARD A. WATLINGTON, individually, and EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON Trustees of the EDWARD A. WATLINGTON TRUST, 10961 West 30th Place, Lakewood, Colorado 80215, are the owners of an overriding royalty under certain Bureau of Land Management Oil and Gas Lease covering all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from said described lands situated in Sublette County, Wyoming as more fully described below.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by

EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUSTEES OF THE EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUST dated September 2, 1998

of 10961 West 30th Place
Lakewood, Colorado 80215

the receipt and sufficiency of which is hereby acknowledged by EDWARD A. WATLINGTON, individually, and EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON Trustees of the EDWARD A. WATLINGTON TRUST, by these presents do sell, assign transfer and convey unto

EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUSTEES OF THE EDWARD A. WATLINGTON AND PHYLLIS K. WATLINGTON TRUST dated September 2, 1998,

an overriding royalty interest in all of the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinafter described and pursuant to the terms of the oil and gas lease issued and lands covered thereby as more fully described below, to-wit:

LEASE NUMBER	DESCRIPTION	OVERRIDING ROYALTY
W-18099	T33N-R114W 277193 Sec. 30: Lots 1, 2, 3, NW/4NE/4, E/2NW/4 Sec. 31: Lots 1, 2, NE/4, E/2NW/4 Containing 561.20 acres, M/L	3% of 8/8ths

RECORDED Feb. 7, 2000 @ 1:30 PM
IN BOOK 113 O&G PAGE 372
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Segrin

This Corrective Assignment of Overriding Royalty on Federal Oil and Gas Lease replaces that Assignment of Overriding Royalty on Federal Oil and Gas Lease previously recorded in Book 110 O&G at Page 578.

IN WITNESS WHEREOF, this instrument is executed this 1st day of June, 1999.

Edward A. Watlington
Edward A. Watlington, an individual

EDWARD A. WATLINGTON TRUST

Edward A. Watlington
Edward A. Watlington, Trustee

Phyllis K. Watlington
Phyllis K. Watlington, Trustee

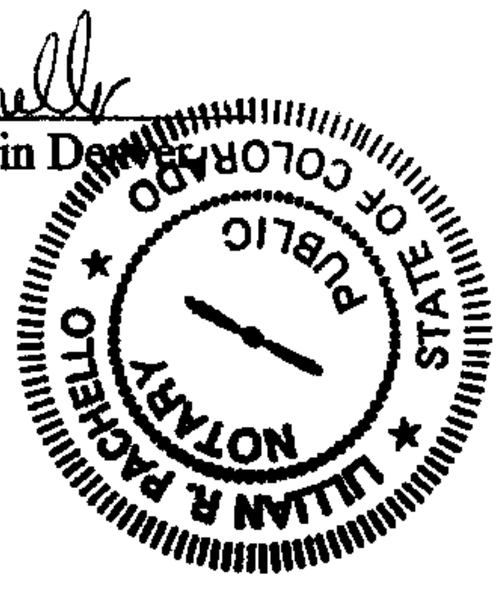
STATE OF COLORADO
CITY AND
COUNTY OF DENVER

The foregoing instrument was acknowledged before me by Edward A. Watlington and Phyllis K. Watlington, Trustees of the Edward A. Watlington Trust and Edward A. Watlington , as an individual, on this 1st day of June, 1999.

Witness my hand and official seal.

My commission expires:
October 30, 1999

Notary Public residing in Denver, Colorado 80202



[redacted] [redacted] [redacted]

277194

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

FILED Feb. 7 2000 @ 2:40 PM
IN BOOK 113 0+6 PAGE 374
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

AGREEMENT, Made and entered into the 19th day of January 2000, by and between Ruth Nelson, aka Ruth Kelly Nelson, a married women dealing in her sole and separate property

whose post office address is 3070 Casey Drive, #204, Las Vegas, NV 89120 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, Suite 300, Denver, CO 80217 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 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lots 2 (31.21), 3 (31.41), SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼
Section 20: W½NW¼

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 622.62 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~~ February 8, 2000 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 Mesquite State Bank Bank at 11 Pioneer Blvd., Mesquite, NV 89027 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 ($1245.24) One Thousand, Two Hundred, Forty-Five & 24/100s 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.

*Ruth Nelson aka Ruth Kelly Nelson

Ruth Nelson, aka Ruth Kelly Nelson, a married woman dealing in her sole and separate property

517-32-9771

STATE OF Nevada }
} ss
COUNTY OF Clark }

ACKNOWLEDGMENT_INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26 day of January, ~~19~~ 2000 personally appeared Ruth Nelson, aka Ruth Kelly Nelson, a married woman dealing in her sole and separate property and _____ to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that She duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 05-17-2000

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CLAIRE M. JOY
No: 96-2886-1
My Appointment Expires May 17, 2000

Notary Public

Address: 8 Quail NV 89027

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: _____

[redacted] [redacted] [redacted]

LEASE NO.: 99-00607

PARCEL NO.: 849

FUND: C.S.

RECORDED Feb. 8, 2000 @ 9:25 AM
IN BOOK 113 OIG PAGE 376
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachse

277213

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:

Michael D. Armstrong

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. 29 N., Rg. 106 W., 6th P.M.**

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

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

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: _____
Michael D. Armstrong
Address: 1615 California, #702

City: Denver State: CO Zip: 80202

Telephone No. 303-825-5263

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.

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[redacted] [redacted]

RECORDED Feb. 8 2000 @ 9:25 AM
IN BOOK 113 OTG PAGE 378
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorter

LEASE NO.: [redacted]99-00606

PARCEL NO.: 848

FUND: C.S.

277214

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**:

Michael D. Armstrong

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 **W2NE4:S2NW4:NW4SW4 Section 25, Twp. 29 N., Rg. 106 W., 6th P.M.**

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 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: _____
Michael D. Armstrong

Address: 1615 California St., #702

City: Denver State: CO Zip: 80202

Telephone No. 303-825-5263

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(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.

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FORM 26

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Wyoming LAND OFFICE
SERIAL NO. W-06009

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Richard B. Stevens & Virginia C. Stevens, husband and wife, by virtue of an agreement or assignment dated the 6 day of April, 19 73, between BETA Exploration, Inc. and Richard B. Stevens, and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming, is the owner of an overriding royalty of 3% of 25% per cent (3% of 25 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 7: Lots 1, 2, S2NE, SE
Section 17: N2N2, S2NE, SENW, SE, NESW
Section 20: NE, N2SE

277215

RECORDED feb. 8, 2000 @ 9:40 A M
IN BOOK 113 Dt B PAGE 380
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sweten

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Wyoming Land Office Serial No. W-06009

NOW, THEREFORE, for and in consideration of the sum of Ten and More ($ 10.00+) and other good and valuable considerations in hand paid by STEVECO, A Wyoming Close Corporation of P.O. Box 1851, Litchfield Park, AZ 85340, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Richard B. Stevens & Virginia C. Stevens, husband & wife, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee all of their right, title & interest ( ) of the aforementioned overriding royalty, ~~and/or heirs xxxx

STATE OF ARIZONA }
COUNTY OF MARICOPA } 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 14th day of JANUARY, 2000, personally appeared RICHARD B. STEVENS

and VIRGINIA C. STEVENS

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

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

OFFICIAL SEAL
DOLORES ANGUS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 18, 2002

My Commission Expires 10-18-02

Dolores Angus
Notary Public.

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

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

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

day of....., 19....., personally appeared.....

and

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

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

My Commission Expires.....

.....
Notary Public.

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 14th day of January, A. D. 2000 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 intrument to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

.....

TO

.....

.....

Dated....., 19.....

No. Acres.....

.....County.....

.....

This instrument was filed for record on the.....

day of.....19....., at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

.....

[redacted] [redacted] [redacted]

AMENDMENT TO OPTION TO PURCHASE OIL AND GAS INTERESTS –

TIGHT SANDS PROPERTY PACKAGE

This Amendment to Option to Purchase Oil and Gas Interests – Tight Sands Package ("Amendment") dated effective November 1, 1999, is by and between Tight Sands Investments, L.L.C., a Delaware limited liability company, 82 Devonshire Street, R22C, Boston, MA 02109 ("TSI") and Cabot Oil & Gas Corporation, a Delaware corporation, 1200 Enclave Parkway, Houston, TX 77077 ("Cabot").

RECITALS

A. Cabot and TSI entered into that certain Purchase and Sale Agreement dated August 9, 1996, effective August 1, 1996 pursuant to which Cabot assigned certain oil and gas interests located in Wyoming to TSI, reserving a production payment, and TSI assigned Cabot an option and a right of first refusal to purchase the interests assigned (the "Tight Sands Package").

(i) The oil and gas assets subject to the Tight Sands Package were assigned by that certain Assignment of Oil and Gas Leases With Reservation of Production Payment dated effective as of August 1, 1996 (the "Original Assignment") by and between Cabot as Grantor and TSI as Grantee which was recorded as set forth on Schedule 1.

(ii) The original Assignment has been previously amended by (i) that certain Amendment to Assignment of Oil and Gas Leases with Reservation of Production Payment Tight Sands Package dated effective as of August 1, 1996, by and between Cabot and TSI (the "First Amendment"), (ii) that certain Second Amendment to Assignment of Oil and Gas Leases with Reservation of Production Payment Tight Sands Package dated effective as of May 1, 1999, by and between Cabot and TSI (the "Second Amendment"), and (iii) that certain Third Amendment to Assignment of Oil and Gas Leases with Reservation of Production Payment Tight Sands Package dated effective as of July 1, 1999, by and between TSI and Cabot (the "Third Amendment") (the Original Assignment, as amended by the First Amendment, the Second Amendment and the Third Amendment being herein called the "Assignment").

B. The oil and gas assets subject to the Assignment are also subject to that certain Option to Purchase Oil and Gas Interests – Tight Sands Package dated effective August 1, 1996 between TSI and Cabot, as amended from time to time (collectively, the "Option").

C. All terms used but not defined herein shall have the meanings given to them in the Tight Sands Package.

D. Cabot and TSI now wish to modify the terms of the Option so that Cabot will not exercise its option to repurchase the Assets so that Cabot may enter into a transaction with a third

277253

RECORDED Feb. 9, 2000 @ 9:20 AM
IN BOOK 113 OR PAGE 382
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

DGS W-275479-1
12/21/99 2:47 PM

party under a substantially similar arrangement as the transaction contemplated by the Tight Sands Package.

E. As consideration for amending the Option, TSI agrees to pay Cabot an amount equal to 17.5% of the dollar amounts of credits made available to TSI under Section 29 of the Internal Revenue Code of 1986, as amended from time to time ("IRC"), as a result of sale of Subject Hydrocarbons produced on and after November 1, 1999 by and on behalf of TSI.

F. To accomplish the foregoing, the parties wish to enter into this Amendment.

AGREEMENT

NOW THEREFORE, for and in consideration as described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TSI and Cabot hereby agree as follows:

1. Amendment of the Option. The second sentence of the last paragraph of Section 1 of the Option reads as follows: "Furthermore, notwithstanding anything herein provided to the contrary, prior to July 31, 1997, Grantee agrees that it will not exercise the Option and repurchase the Subject Interests so that Grantee may enter into a transaction with a third party under a substantially similar arrangement as the transaction contemplated by the Purchase Agreement."

a. Cabot and TSI wish to delete the referenced sentence in its entirety, and replace it with the following sentence: "Grantee agrees that it will not exercise the Option and repurchase the Subject Interests so that Grantee may enter into a transaction with a third party under a substantially similar arrangement as the transaction contemplated by the Purchase Agreement."

b. The Option, as amended from time to time and as amended by this Amendment, is hereby confirmed in all respects.

2. Consideration. As consideration for amending the terms of the Options, TSI hereby agrees to pay Cabot an amount equal to 17.5% of the dollar amount of credits made available to TSI under Section 29 of the IRC, as a result of the sale of Subject Hydrocarbons by or on behalf of the Grantee, to the extent that such hydrocarbons (a) constitute "qualified fuels" within the meaning of IRC Section 29(c), (b) meet the requirements of IRC Sections 29(d)(1), 29(d)(4), 29(d)(7) and 29(f) and (c) are produced on and after November 1, 1999.

a. TSI agrees to make the payment contemplated by this paragraph at the same time TSI makes any payments of the Credit Payment Amount as defined in the Assignments.

[redacted] [redacted] [redacted]

3. Miscellaneous.

a. Governing Law. The validity, effect and construction of this Amendment shall be governed by the laws of the State of Texas, exclusive of the conflict laws thereof.

b. Further Assurances. TSI and Cabot agree to execute and deliver to the other all such other and additional instruments and other documents and to do such other and further acts and things as may be necessary to more fully and effectively carry out the intent of this Amendment.

c. Counterparts. This Amendment is being executed in multiple originals, all of which are identical and all such counterparts together shall constitute but one and the same instrument.

d. Effective Time. This Amendment shall be effective for all purposes as of November 1, 1999; provided that it shall only apply to Subject Hydrocarbons produced from the Subject Interests on and after November 1, 1999.

IN WITNESS WHEREOF, the parties have executed this Amendment on December 31, 1999.

TIGHT SANDS' INVESTMENTS, L.L.C.

By: Its Manger, Fontenelle, Inc.

ATTEST:

By: _____
Gary L. Greensteen, Vice President

Roger D. Tulberg
Assistant Secretary

CABOT OIL & GAS CORPORATION

By: _____
Name: James M. Trimble
Title: Senior Vice President

ATTEST:

Lisa A. Machesney, Secretary

ACKNOWLEDGEMENTS

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 31st day of December, 1999 by Gary L. Greenstein, as Vice President of Fontenelle, Inc., as Manager of Tight Sands Investments, L.L.C., a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 8-5-06

Kim M. Caicedo
Notary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 21st day of December, 1999 by James M. Trimble, as Senior Vice President of Cabot Oil & Gas Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 11/29/02

Celia A. Hansen
Notary

CELIA A. HANSEN
MY COMMISSION EXPIRES
November 29, 2002

[redacted] [redacted] [redacted]

Schedule 1
Tight Sands Package

Recording Information

Assignment of Oil and Gas Leases – Tight Sands

County / State	Recording Information
Clearfield County, PA	BK 1781/PG 541, 8/19/96
Clinton County, PA	BK 827/PG 231, 8/19/96
Indiana County, PA	BK 1092/PG 572, 9/3/96
Hemphill County, TX	BK 413/PG 116, 8/19/96
Buchanan County, VA	BK 452/PG 320, 8/19/96
Barbour County, WV	BK 131/PG 129, 8/19/96
Boone County, WV	BK 28/PG 338, 8/29/96
Doddridge County, WV	BK 178/PG 255, 8/19/96
Harrison County, WV	BK 1279/PG 894, 8/19/96
Kanawha County, WV	BK 146/PG 704, 9/16/96
Lewis County, WV	BK 537/PG 220, 8/19/96
Marion County, WV	BK 17/PG 215, 8/19/96
McDowell County, WV	BK 439/PG 622, 8/19/96
Raleigh County, WV	BK 98/PG 285, 8/20/96
Wirt County, WV	BK 201/307, 8/19/96
Wyoming County, WV	BK 10/PG 515, 8/19/96
Lincoln County, WY	BK 387/PG 144, 8/19/96
Sublette County, WY	BK 103/PG 598, 8/20/96
Sweetwater County, WY	BK 878/PG 1728, 9/16/96
Uinta County, WY	BK 669/PG 195, 8/19/96

RECORDED Feb. 10, 2000 @ 10:10 A.M.
IN BOOK 113 OR 6 PAGE 387
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

277275

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

Whose post office address is 3241 S. Glencoe Street, Denver, CO 80222, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIAL HERE

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 498.71 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Anne M. Case, also known as Ann M. Case,
also known as Ann Marie Case, a widow

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF Colorado }
COUNTY OF Denver } 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 23rd day of December, 1999, personally appeared Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

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 ~~My Commission expires July 18, 2001~~

Carol L. Colby
Notary Public.

Address: 315 E 19th Ave
Denver CO

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow, whose address is 3241 S. Glencoe Street, Denver, CO 80222, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Anne M. Case, also known as Ann M. Case,
also known as Ann Marie Case

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277276

OIL AND GAS LEASE

RECORDED Feb. 10, 00 11:30 AM
IN BOOK 113 OIG PAGE 390
FEES $ 12.00 COUNTY CLERK
SUBJECT TO WYOMING
By Cathy Saxton

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

Whose post office address is 3241 S. Glencoe Street, Denver, CO 80222, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

INITIAL

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 440.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

390

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

STATE OF Colorado }
COUNTY OF Denver } 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 23rd day of December, 1999, personally appeared Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

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 My Commission expires July 18, 2001

Notary Public.

Address: 3153 E. 12th Ave
Denver, CO

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

Address:

My Commission expires

No.

FROM

TO

Dated

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow, whose address is 3241 S. Glencoe Street, Denver, CO 80222, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 10th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

EXHIBIT "A"

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Anne M. Case, also known as Ann M. Case,
also known as Ann Marie Case

[redacted] [redacted] [redacted] 10

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

Whose post office address is 3241 S. Glencoe Street, Denver, CO 80222, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277277
RECD Feb 10, 00 9:00AM
IN BOOK 113 PAGE 394
FEES $ 10.00
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING
By Cathy Sexton

INITIAL HERE

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 480.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Anne M. Case, also known as Ann M. Case,
also known as Ann Marie Case, a widow

394

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

STATE OF Colorado }
COUNTY OF Denver } 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 23rd day of December, 1999, personally appeared Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow

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 ~~My Commission expires July 18, 2001~~

_____
Notary Public.

Address: 3455 E Iliff Ave

NOTARY PUBLIC
Denver County
STATE OF COLORADO

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

County, _____

Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Anne M. Case, also known as Ann M. Case, also known as Ann Marie Case, a widow, whose address is 3241 S. Glencoe Street, Denver, CO 80222, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10~~ 16th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Anne M. Case, also known as Ann M. Case,
also known as Ann Marie Case

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277278

OIL AND GAS LEASE

RECORDED Feb. 10, 00 10:30 A
IN BOOK 1130+G PAGE 397
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Gordon

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Catherine Canestrini, a widow

Whose post office address is 207 Dickinson St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIAL HERE C.C.

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 498.71 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Catherine Canestrini

Catherine Canestrini

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

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 1999, personally appeared Catherine Canestrini, a widow

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 June 25, 2002

Stephanie Morrow
Notary Public.

Address: PO Box 572, Fort Spring, Wy 82932

STEPHANIE MORROW NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

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

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Catherine Canestrini, a widow, whose address is 207 Dickinson St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th C.C day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Catherine Canestrini

Catherine Canestrini

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] 10

277279

RECORDED 36.10.00 @ 10:32AM
IN BOOK 1130-G PAGE 420
FEES: 10.00 BOOK
SUBJECT TO WYOMING
99 by Cathy Decker

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Catherine Canestrini, a widow

Whose post office address is 207 Dickinson St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

11.

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 440.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Catherine Canestrini

Catherine Canestrini

400

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

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 19 99, personally appeared Catherine Canestrini, a widow

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 June 28, 2002

Notary Public.

Address: P.O. Box 572, Rock Springs, Wy 82902

STEPHANIE MORROW NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Catherine Canestrini, a widow, whose address is 207 Dickinson St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th C.C. day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Catherine Canestrini
Catherine Canestrini

403

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Catherine Canestrini, a widow

Whose post office address is 207 Dickinson St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277250

RECORDED Feb-10,00 @10:12AM
IN BOOK 113 OIG PAGE 403
FEES $10.00
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

INITIAL
CC
HEIRS

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 480.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Catherine Canestrini

Catherine Canestrini

[redacted] [redacted] [redacted]

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

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 1999, personally appeared Catherine Canestrini, a widow

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 June 28, 2002

Stephanie Morrow
Notary Public.

Address: PO Box 575, Rock Springs, Wy 82902

STEPHANIE MORROW NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

405

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Catherine Canestrini, a widow, whose address is 207 Dickinson St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Catherine Canestrini
Catherine Canestrini

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

15

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277281

OIL AND GAS LEASE

RECORDED Feb. 10, 00 @ 10:40 A.M.
IN BOOK 113 O+G PAGE 406
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Baxter, Deputy

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between John B. Erramouspe and Wilma Erramouspe, his wife

Whose post office address is 1319 Edgar St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

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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 498.71 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

John B. Erramouspe
John B. Erramouspe

Wilma Erramouspe
Wilma Erramouspe

406

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STATE OF ~~Colorado~~ Wyoming
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of December, 1999, personally appeared John B. Erramouspe and Wilma Erramouspe, his 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 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.

OFFICIAL SEAL
MARY ANN [illegible]
Notary Public, State of Wyoming
Sweetwater County
My Commission Expires
5-7-2002

My Commission Expires _____

Notary Public.

Address: 365 Cloverdale
Rock Springs WY 82901

STATE OF _____ } ss.
COUNTY OF _____

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

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

and

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

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ } ss.
COUNTY OF _____

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires _____

Address: _____

No. _____

FROM

TO

Dated

No. Acres

County

Term

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between John B. Erramouspe and Wilma Erramouspe, his wife, whose address is 1319 Edgar St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~14th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

John B. Erramouspe

Wilma Erramouspe

409

277282

Feb. 10, 00 8:30 AM
IN BOOK 1130+6 PAGE 409
FEES $10.00 SUBLETTE COUNTY CLERK
By Cathy Socolofsky DEPUTY

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December 19 99, by and between John B. Erramouspe and Wilma Erramouspe, his wife

Whose post office address is 1319 Edgar St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

INITIAL JBE CHARGE

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 440.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

John B. Erramouspe

John B. Erramouspe

Wilma Erramouspe

Wilma Erramouspe

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

STATE OF ~~Colorado~~ WYOMING }
COUNTY OF SWEETWATER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of DECEMBER, 1999, personally appeared John B. Erramouspe and Wilma Erramouspe, his 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 uses and purposes therein set forth.

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

My Commission Expires 7-2001

OFFICIAL SEAL
MARY ERRAMOUSPE
Notary Public, State of Wyoming
Sweetwater County
My Commission Expires

Notary Public.

Address: 3045 Cleveland
Rock Springs WY 82901

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

Address:

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County.
Term
This instrument was filed for record on the
day of , 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

410

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between John B. Erramouspe and Wilma Erramouspe, his wife, whose address is 1319 Edgar St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

John B. Erramouspe
John B. Erramouspe

Wilma Erramouspe
Wilma Erramouspe

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between John B. Erramouspe and Wilma Erramouspe, his wife

Whose post office address is 1319 Edgar St., Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

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277283

RECORDED Feb. 10, 00 10:07:05 AM
IN BOOK 113 OF 6 PAGE 412
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

INITIAL
JBE
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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 480.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

John B. Erramouspe X
John B. Erramouspe

Wilma Erramouspe X
Wilma Erramouspe

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

STATE OF ~~Colorado~~ WYOMING }
COUNTY OF SWEETWATER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of DECEMBER, 1999, personally appeared John B. Erramouspe and Wilma Erramouspe, his 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 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.

NOTARIAL SEAL
MARY ERRAMOUSPE
Notary Public, State of Wyoming
Sweetwater County
My Commission Expires
5-7-2001

My Commission Expires

Notary Public.

Address: 3645 Cloverdale Dr
Rock Springs WY 82901

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between John B. Erramouspe and Wilma Erramouspe, his wife, whose address is 1319 Edgar St., Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

John B. Erramouspe

Wilma Erramouspe

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277284

OIL AND GAS LEASE

RECORDED Feb. 10, 00 @ 10:30 A
IN BOOK 113 O+G PAGE 415
FEES $ 10.00
SUBLETTE COUNTY CLERK
WYOMING
By Cathy Proctor Deputy

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property

Whose post office address is 217 Aspen Way, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIALS HERE

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 498.71 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joseph J. Erramouspe

[redacted] [redacted] [redacted]

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

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of December, 19 99, personally appeared Joseph J. Erramouspe, a married man dealing in his sole and separate property

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 January 19, 2000 Lori Bascom Notary Public.

Lori Bascom Notary Public
County of Sweetwater State of Wyoming
My Commission Expires 1-19-2000

Address: 1804 Elk St. #64
Rock Springs, Wy 82901

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property, whose address is 217 Aspen Way, Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Joseph J. Erramouspe

[redacted] [redacted] [redacted]

277285

FILED Feb. 10, 00 at 10:50 A.M.
IN BOOK 113 OIG PAGE 418
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Booker

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property

Whose post office address is 217 Aspen Way, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

(INITIAL HERE)

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 440.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joseph J. Erramouspe

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

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of December, 19 99, personally appeared Joseph J. Erramouspe, a married man dealing in his sole and separate property

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.

Lori Bascom - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires 1-19-2000

My Commission Expires January 19, 2000

Lori Bascom
Notary Public.

Address: 1804 Elk St. #64
Rock Springs, Wy 82901

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

Address:

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County.
Term
This instrument was filed for record on the
day of , 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property, whose address is 217 Aspen Way, Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 2nd day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Joseph J. Erramouspe X
Joseph J. Erramouspe

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property

Whose post office address is 217 Aspen Way, Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277286

FILED Feb 10, 00 10:20 AM
IN BOOK 1130+6 PAGE 421
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

INITIAL HERE

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 480.00 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joseph J. Erramouspe

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF Wyoming
COUNTY OF Sweetwater } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of December, 1999, personally appeared Joseph I. Erramouspe, a married man dealing in his sole and separate property

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 February 19, 2000 — Lori Bascom, Notary Public.

Lori Bascom Notary Public County of Sweetwater State of Wyoming My Commission Expires 1-19-2000

Address: 1804 Elk St. #64, Rock Springs, Wy 82901

STATE OF _____
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____ — Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Joseph J. Erramouspe, a married man dealing in his sole and separate property, whose address is 217 Aspen Way, Rock Springs, WY 82901, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Joseph J. Erramouspe

[redacted] [redacted] [redacted]

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

27728

RECORDED Jul. 10.00 @ 8:00 AM
IN BOOK 113 O+G PAGE 424
FEES $ 10.00 COUNTY Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachau

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman

Whose post office address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIAL HERE

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 498.71 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Mary Jean Erramouspe

Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace

Mary Jeanne Erramouspe

Sister Miriam Grace

Printed by P&M Printing (303) 423-4691

STATE OF Colorado
COUNTY OF El Paso } 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 27th day of December, 19 99, personally appeared Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman

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 8-4-2001

Juanita E Cook
Notary Public.

Address: 580 N. Circle Dr
Colo. Springs, Co 80909

STATE OF } ss.
COUNTY OF

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF } ss.
COUNTY OF

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman, whose address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Mary Jean Erramouspe

Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe,
and also known as Sister Miriam Grace, a single woman

427

277288

RECORDED Jul. 10, 00 at 10:10 A.M.
IN BOOK 1130G PAGE 427
FEES $18.00 COUNTY CLERK
SUBJECT TO FILING
By Cathy Bolton

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman

Whose post office address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 440.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Leasor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with reapect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Mary Jean Erramouspe

Mary Jean Erramouspe, also known as Mary Jeanne Grace Sister Miriam Grace

Mary Jeanne Erramouspe

Erramouspe, and also known as Sister Miriam

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Colorado }
COUNTY OF El Paso } 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 27th day of December, 19 99, personally appeared Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman

and

, to me known to be the identical person she, 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 8-4-2001

Juanita P. Cook
Notary Public.

Address: 500 N. Circle Dr
Colo. Springs, Co 80909

JUANITA P. COOK NOTARY PUBLIC STATE OF COLORADO

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated

No. Acres County,

Term

This instrument was filed for record on the , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman, whose address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

[redacted] [redacted] [redacted]

EXHIBIT "A"

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Mary Jean Erramouspe

Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe,
and also known as Sister Miriam Grace, a single woman

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman

Whose post office address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277289

REC'D Feb. 10 00 10:10 AM
IN BOOK 113016 PAGE 431
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

INITIAL HERE

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 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~TEN (10) YEARS~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Mary Jean Erramouspe
Mary Jean Erramouspe, also known as Mary Jeanne Grace Sister Miriam Grace

Mary Jeanne Erramouspe
Mary Jeanne Erramouspe, and also known as Sister Miriam

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Colorado
COUNTY OF El Paso } 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 27th day of December, 1999, personally appeared Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman

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 8-4-2001

Juanita P Cook
Notary Public.

Address: 370 N Circle Dr
Colo. Spgs Co 80909

JUANITA P. COOK NOTARY PUBLIC STATE OF COLORADO

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A.D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of, A.D. 19.

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe, and also known as Sister Miriam Grace, a single woman, whose address is 3673 Rebecca Lane, #C, Colorado Springs, CO 80917, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Mary Jean Erramouspe
Mary Jean Erramouspe, also known as Mary Jeanne Erramouspe,
and also known as Sister Miriam Grace, a single woman

[redacted] [redacted] [redacted] 10

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277230

OIL AND GAS LEASE

RECD Feb 10, 00 @ 8:45A
IN BOOK 113046 PAGE 1434
FEES $ 10.00 Mary Kay Lythgoe COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by and between
By Cathy Sacks

AGREEMENT, Made and entered into the 14th day of December, 19 99 by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife

Whose post office address is 533 Two Valley Road, Shoshoni, WY 82649, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 498.71 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erramouspe

434

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF FREMONT } 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 23RD day of DEC, 19 99, personally appeared Paul S. Erranmouspe and Suzan Erramouspe, also known as Susan Erramouspe, his 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 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

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 28, 2000

Marian Robinson
Notary Public.

Address: RIVERTON WY

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife, whose address is 533 Two Valley Road, Shoshoni, WY 82649, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 10th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erramouspe

RECD: Feb. 10, 00 @ 10:40A
IN BOOK 113 O+G PAGE 437
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277291

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife

Whose post office address is 533 Two Valley Road, Shoshoni, WY 82649, hereinafter called Lessor (whether one or more) and HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 440.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erramouspe

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF FREMONT } 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 23Rd day of DEC, 19 99, personally appeared Paul S. Erranmouspe and Suzan Erramouspe, also known as Susan Erramouspe, his 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 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

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 28, 2003

Marian Robinson
Notary Public.

Address: RIVERTON, WY

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated

No. Acres

County.

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife, whose address is 533 Two Valley Road, Shoshoni, WY 82649, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 10th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

[redacted] [redacted] [redacted]

EXHIBIT "A"

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erramouspe

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife

Whose post office address is 533 Two Valley Road, Shoshoni, WY 82649, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277292
Feb.10,00 10:40A
BOOK 113 OPG PAGE 441
FEES 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erranmouspe

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF FREMONT } 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 23Rd day of Dec, 19 99, personally appeared Paul S. Erranmouspe and Suzan Erramouspe, also known as Susan Erramouspe, his 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 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 MARIAN ROBINSON - NOTARY PUBLIC County of Fremont State of Wyoming My Commission Expires November 28, 2002

Marian Robinson
Notary Public.

Address: RIVERTON, WY

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Paul S. Erramouspe and Suzan Erramouspe, also known as Susan Erramouspe, his wife, whose address is 533 Two Valley Road, Shoshoni, WY 82649, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 10th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Paul S. Erramouspe

Suzan Erramouspe, also known as Susan Erramouspe

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277293

OIL AND GAS LEASE

RECORDED Feb. 10, 00 10:40 A.M.
IN BOOK 113 OIG PAGE 444
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between

Bernadette M. Gosar, a married woman dealing in her sole and separate property

Whose post office address is P. O. Box 201, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIALS
B.G.
HEBB

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 498.71 acres, more or less. five (5) years

1. It is agreed that this lease shall remain in force for a term of ~~three~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Bernadette M. Gosar

Bernadette M. Gosar

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of December, 1999, personally appeared Bernadette M. Gosar, a married woman dealing in her sole and separate property

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 8/8/02 — Tracey L Hoover
Notary Public.

Address: Cora WY 82925

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and

_____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

_____, 19____

Dated _____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Bernadette M. Gosar, a married woman dealing in her sole and separate property, whose address is P. O. Box 201, Pinedale, WY 82941, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Bernadette M. Gosar

Bernadette M. Gosar

10

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

27729

RECORDED Jul. 10, 00 @ 10:46A
IN BOOK 113016 PAGE 447
FEES $10.00
SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between

Bernadette M. Gosar, a married woman dealing in her sole and separate property

Whose post office address is P. O. Box 201, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 440.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Bernadette M. Gosar

Bernadette M. Gosar

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of December, 1999, personally appeared Bernadette M. Cosar, a married woman dealing in her sole and separate property 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 8/8/02 Tracey L Hoover
Notary Public.
Address: Ora WY 82925

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____
Notary Public.
Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.
Address: _____

(SEAL)
My Commission expires _____

No. _____
FROM
TO
Dated
No. Acres _____ County, _____
Term
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.
_____ County Clerk.
By _____ Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Bernadette M. Gosar, a married woman dealing in her sole and separate property, whose address is P. O. Box 201, Pinedale, WY 82941, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10~~14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Bernadette M. Gosar

Bernadette M. Gosar

[redacted] [redacted] [redacted] 10

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Bernadette M. Gosar, a married woman dealing in her sole and separate property

Whose post office address is P. O. Box 201, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277295

RECORDED Feb. 10, 00 at 10:40
IN BOOK 113 OG PAGE 450
FEES $ 10.00
SUBLETTE COUNTY, WYOMING
By Cathy Seaton

INITIAL HERE

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 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Bernadette M. Gosar
Bernadette M. Gosar

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of December, 19 99, personally appeared Bernadette M. Gosar, a married woman dealing in her sole and separate property

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 8/8/02

Tracey L Hoover
Notary Public.

Address: Cora WY 82925

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Bernadette M. Gosar, a married woman dealing in her sole and separate property, whose address is P. O. Box 201, Pinedale, WY 82941, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Bernadette M. Gosar

Bernadette M. Gosar

277296

FEES $10.00 10:10 AM
IN BOOK 1130TG PAGE 453
SUBLETTE COUNTY, WYOMING
By Cathy Seeton

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Grace V. Mossman and John Mossman, her husband

Whose post office address is 7435 South Ivy Way, Englewood, CO 80112, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

INITIAL

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 498.71 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten (10) years~~ 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, Leasor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grace V. Mossman

John Mossman

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Colorado }
COUNTY OF Arapahoe } 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 31st day of December, 1999, personally appeared Grace V. Mossman and John Mossman, her husband

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires MY COMMISSION EXPIRES 08/06/2003

Notary Public.

Address: 2901 E Arapahoe Pl
Ken Caryl CO STATE

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the
day of , 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Grace V. Mossman and John Mossman, her husband, whose address is 7435 South Ivy Way, Englewood, CO 80112, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Grace V. Mossman

John Mossman

[redacted] [redacted] [redacted]

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277297

OIL AND GAS LEASE

RECORDED Feb. 10, 00 10:10AM
IN BOOK 113 D+B PAGE 456
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Grace V. Mossman and John Mossman, her husband

Whose post office address is 7435 South Ivy Way, Englewood, CO 80112, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

PAID

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 440.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grace V. Mossman

John Mossman

Printed by P&M Printing (303) 423-4691

STATE OF Colorado }
COUNTY OF [illegible] } 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 31st day of December, 1999, personally appeared Grace V. Mossman and John Mossman, her husband

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expire MY COMMISSION EXPIRES 08/06/2003

Notary Public

Address: [illegible]

STATE OF [illegible]

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Grace V. Mossman and John Mossman, her husband, whose address is 7435 South Ivy Way, Englewood, CO 80112, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Grace V. Mossman X

John Mossman X

10

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between
Grace V. Mossman and John Mossman, her husband

Whose post office address is 7435 South Ivy Way, Englewood, CO 80112, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277298

STATE Feb. 10, 00 - 10:40A
IN BOOK 113016 459
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soeten

INITIALS HERE

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 480.00 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 conaidered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grace V. Mossman

John Mossman

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Colorado }
COUNTY OF Arapahoe } 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 31st day of December, 1999, personally appeared Grace V. Mossman and John Mossman, her husband

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires
MY COMMISSION EXPIRES 08/06/2003

Notary Public.

Address: 7921 E Dartmouth Ave Den CO 80231

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Grace V. Mossman and John Mossman, her husband, whose address is 7435 South Ivy Way, Englewood, CO 80112, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Grace V. Mossman

John Mossman

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

277299

OIL AND GAS LEASE

FEB Feb 10, 00 <10:40a
IN BOOK 113 016 PAGE 462
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

Whose post office address is 2250 Trentham Way, Reno, NV 89509, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), 3(44.63), 4(44.60)
Section 05: Lot 1(44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4

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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 498.71 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Margaret L. Sellyei, also known as Marguerite Louise Sellyei

Joseph Sellyei

462

Printed by P&M Printing (303) 423-4691

STATE OF Nevada
COUNTY OF Washoe } 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 27th day of December, 1999, personally appeared Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

and

, to me known to be the identical person(s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires October 23rd, 2000

LORI E. DIXON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-0213-2 - EXPIRES OCT. 23, 2000

Lori E. Dixon
Notary Public.

Address: 1170 Bible Way
Reno NV 89502

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband, whose address is 2250 Trentham Way, Reno, NV 89509, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 04: Lot 2(44.67), Lot 3(44.63), Lot 4(44.60)
Section 05: Lot 1 (44.81), SE1/4SE1/4
Section 08: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Containing 498.71 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Margaret L. Sellyei, also known as
Marguerite Louise Sellyei

Joseph Sellyei

465

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RECORDED Jan. 10 00 7:10:40A
IN BOOK 113 OF 6 PAGE 465
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

Whose post office address is 2250 Trentham Way, Reno, NV 89509, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4

INITIAL
JJ.
MLS

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 440.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Margaret L. Sellyei, also known as Marguerite Louise Sellyei

Joseph Sellyei

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Nevada
COUNTY OF Washoe } 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 27th day of December, 19 99, personally appeared Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

and

, to me known to be the identical person(s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires October 23, 2000

Lori E. Dixon
Notary Public.

Address: 1170 Bible Way
Reno NV 89510

LORI E. DIXON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-0213-2 - EXPIRES OCT. 23, 2000

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband, whose address is 2250 Trentham Way, Reno, NV 89509, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 29 NORTH, RANGE 106 WEST, 6TH P.M.
Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4
TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.
Section 06: NW1/4SE1/4
TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.
Section 14: SW1/4SW1/4
Containing 440.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

[redacted] [redacted] [redacted]

EXHIBIT "A"

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Margaret L. Sellyei, also known as
Marguerite Louise Sellyei

Joseph Sellyei

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of December, 19 99, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

Whose post office address is 2250 Trentham Way, Reno, NV 89509, hereinafter called Lessor (whether one or more) and

HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, 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 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

277301

RECORDED Feb 10, 00 at 10:40 am
IN BOOK 113 OR 6 PAGE 469
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Booker

INITIAL HERE

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 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Margaret L. Sellyei, also known as Marguerite Louise Sellyei

Joseph Sellyei

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Nevada
COUNTY OF Washoe } 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 27th day of December, 1999, personally appeared Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband

and

, to me known to be the identical person (s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires October 23rd, 2000

Lori E. Dixon
Notary Public.

Address: 1170 Bible Way
Reno NV 89510

LORI E. DIXON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 83-0210-2 - EXPIRES OCT. 23, 2000

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____
County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated December 14th, 1999, by and between Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband, whose address is 2250 Trentham Way, Reno, NV 89509, as Lessor and Hanson & Strahn, Inc., as Lessee, covering the following described land located in Sublette County, Wyoming.

TOWNSHIP 28 NORTH, RANGE 106 WEST, 6TH P.M.
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4
Containing 480.00 acres, more or less.

Notwithstanding anything to the contrary herein contained, it is understood and agreed as follows:

16. In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of two (2) years from the ~~10th~~ 14th day of December, 2004, and as long thereafter as oil and gas or either of them is produced from said lands covered by this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors or assigns at the last known address, the sum of thirty and 00/100 ($30.00) dollars per net mineral acre covered by this lease on or before the expiration date of the primary term of this lease.

17. Wherever the fractional interest one-eighth appears, it shall by this reference be amended to read fifteen percent (15.00%) royalty.

18. It is agreed to herein that prior to any surface activity on the leased premises, Lessee shall consult with the surface owner of the leased premises so that any surface activities will cause the least amount of damage and interference with existing water rights and surface activities of the surface owner. Lessee hereby agrees to accommodate the requests of the surface owner so that surface activities will avoid existing structures, provided that drilling activity may be located elsewhere within the same governmental spaced unit.

19. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, but a well has been completed as a shut-in well pursuant to paragraph number four of this lease, then the shut-in royalty payable hereunder shall be fifteen dollars ($15.00) for each royalty acre to be retained hereunder, such payment 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.

20. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith, and the lease term is to be extended by the continuous drilling operations clause pursuant to paragraph number one herein, or if this lease is subject to force majeure after this lease would have otherwise expired, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

21. If at the expiration of the primary term of this lease, or the primary term as extended under paragraph number sixteen herein, oil or gas is not being produced from the leased premises or lands pooled therewith within a government approved cooperative or unit plan of development, but this lease is extended by virtue of such cooperative or unit plan of development and lessor is not entitled to receive royalty payments pursuant to such cooperative or unit plan of development, then Lessee shall tender payment to lessor as a rental fifteen dollars ($15.00) per net mineral acre for each net mineral acre to be retained hereunder, such payment to be made on or before the anniversary date of the lease at the beginning of each year so extended.

Signed for purposes of identification:

Margaret L. Sellyei, also known as Marguerite Louise Sellyei

Joseph Sellyei

[redacted] [redacted] Correction of [redacted]on

CORRECTION OF DESCRIPTION

WHEREAS, by Conveyance, Assignment and Bill of Sale ("Assignment"), dated effective as of 7:00 a.m. Mountain Standard Time, on April 1, 1996 and recorded on April 30, 1996 in Book 103 of Oil and Gas Records at Page 309, in the records of Sublette County, Wyoming, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner, as Assignors, conveyed certain interests and properties to CoEnergy Rockies, Inc., as Assignee.

WHEREAS, MCNIC Oil & Gas Properties, Inc. is successor in interest by merger to CoEnergy Rockies, Inc. Evidence of this merger was recorded on June 26, 1997 in Book 67 of Miscellaneous at Page 243 of the records of Sublette County, Wyoming.

WHEREAS, the Assignment contains an error in one legal description.

WHEREAS, the current owners of record of the interests of the properties under the Assignment desire to correct the error in the legal description.

WHEREAS, the current owners ("Parties") of record of the interests of the properties under the Assignment are as follows:

277308

RECORDED Feb. 10, 00 @ 3:00 PM
IN BOOK 130+G PAGE 472
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoles

McMurry Oil Company
370 17th St., Suite 3020
Denver, CO 80202

Nerd Enterprises, Inc.
P.O. Box 949
Casper, WY 82606

Fort Collins Consolidated Royalties, Inc.
P.O. Box 1363
Cheyenne, WY 82003

Edward M. Warner
1401 17th St., Suite 1430
Denver, CO 80202

MCNIC Oil & Gas Properties, Inc.
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the Parties hereby agree to correct the following description in the Assignment.

This instrument prepared by MCNIC Oil & Gas Properties, Inc.

472

Page 1 of 16 of Exhibit A
Lease Name/Number WYW-125948
Incorrect description in Assignment Section 20: NE/4SW/4

Correct Description is: Section 20: NE/4, SW/4

FURTHER, the parties hereby convey, cross-convey, and assign one unto the other such interests as are necessary to effectuate this Correction of Description.

The parties agree that said Assignment remains unchanged except for the correction of the description contained herein and that said corrections are effective as of April 1, 1996 at 7:00 a.m. Mountain Standard Time.

This instrument may be executed in counterparts.

McMurry Oil Company

By: _____
John W. Martin, President

Nerd Enterprises, Inc.

By: _____
Mick McMurry, President

Fort Collins Consolidated Royalties, Inc.

By _____
William R. Weeks
Executive Vice President

By: _____
Edward M. Warner, an individual

MCNIC Oil & Gas Properties, Inc.

By: _____
Name: Kim Sanders
Title: Attorney-in-fact

This instrument prepared by MCNIC Oil & Gas Properties, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

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 21st day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 2002

Notary Public
Address: 370 17th Street Suite 3020
Denver Colorado 80202

My Commission Expires 11/30/2002

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 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

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 November 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-2002

Notary Public
Address: 5905 Deep Meadow Dr
Cheyenne, Wy 82001

This instrument prepared by MCNIC Oil & Gas Properties, Inc.

STATE OF Colorado)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me by Edward M. Warner, an individual, this 28th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Colo 80202

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

Subscribed and sworn to before me by Kim Sanders as Attorney-in-fact of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, this 17th day of August, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public
Address: _____

This instrument prepared by MCNIC Oil & Gas Properties, Inc.

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.

WYE-026025

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)* McMurry Oil Company 49.5% of 47.8125% or 23.6672%
   Street 370 17th Street Suite 3020
   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	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th PM Section 23: NE4 Sublette County, Wyoming (Limited in depth from the surface to the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE4 Section 14, Township 31 North, Range 109 West) This Assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996, between Meridian Oil Inc. and McMurry Oil Company The Lease which is the subject of this Agreement is subject to that certain Agreement for Assignment of NOVI Leases and for Net Profits Interest dated March 31, 1954 among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. *Percentage to be proportionately reduced as to the interest owned, conveyed and retained herein.	63.75%	47.8125%	15.9375%		3%*

277309

RECORDED Feb. 10 00 @ 3:00 PM
IN BOOK 113 O+G PAGE 476
FEES $ 14.00 Mary Lou Garner COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socken

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)

476

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.

Edward M. Warner 2% of 47.8125% or 0.9562%
1401 17th Street, Suite 1200
Denver, CO 80202

Nerd Enterprises, Inc. 24.75% of 47.8125% or 11.8336%
A Wyoming Corporation
P.O. Box 949
Casper, WY 82602

Fort Collins Consolidated Royalties, Inc. 23.75% of 47.8125% or 11.3555%
A Colorado Corporation
P.O. Box 1363
Cheyenne, WY 82003

STATE OF Colorado)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of August, 1999 by Michael D. Watford, CEO of Ultra Resources, Inc., on behalf of the Corporation.

Witness my hand and official seal.

My Commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2000

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (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 August, 1999

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 CO 80112
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 _____

SEE ATTACHED RIDER.

Transferee _____
(Signature)
or
Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of January 2000, by Edward [redacted] Weiser, an individual.

Witness my hand and official seal.

LINETTE T. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

478

RIDER ATTACHED TO AND MADE A PART OF TRANSFER OF OPERATING RIGHTS IN LEASE WYE-026025 FROM ULTRA RESOURCES, INC. TO McMURRY OIL COMPANY *ET AL* DATED 10-7-99, 1999.

SIGNATURES OF TRANSFEREES

McMURRY OIL COMPANY

By: _____
John W. Martin, President
Date: 10-7-99

EDWARD M. WARNER

_____
Date: 12/1/99

NERD ENTERPRISES, INC.

By: _____
Mick McMurry, President
Date: 10-19-99

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks, Executive Vice President
Date: 11/13/99

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of October 1999, by John Martin, President of McMurry Oil Company , a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:

My Commission Expires 11/30/2002

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 1st day of November, 1999, by William R. Weeks, Executive Vice Pres of Fort Collins Consolidated Royalties, Inc a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Notary Public

My commission expires: 11-1-2002

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 19th day of October, 1999, by Mick McMurry, President of NERD Enterprises, Inc, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 6 April 2003

THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003

481

RECORDED Feb. 11, 00 @ 2:20PM
IN BOOK 113OG PAGE 481
FEES $8.00 Mun COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

277318

OMNIBUS CONVEYANCE OF OIL, GAS AND OTHER MINERAL INTERESTS

THIS CONVEYANCE, between John A. Yates as personal representative of the Estate of Peggy A. Yates, deceased, hereinafter referred to as "Grantor," and John A. Yates, Trustee of Trust Q u/w/o Peggy A. Yates, deceased, 105 South 4th Street, Artesia, New Mexico 88210, hereinafter referred to as "Grantee."

WITNESSETH:

The Estate of Peggy A. Yates was administered in case number PB-92-40 in the Twelfth District Court of Otero County, New Mexico. The Court ordered John A. Yates as personal representative to distribute the assets of the estate and this Omnibus Conveyance is made in compliance with that order and with Section 45-3-907 NMSA, 1978.

1. Grantor, pursuant to Section 45-3-907 NMSA does hereby grant, convey and assign, effective January 1, 2000, at 7:00 A.M., unto Grantee, and Grantee's successors and assigns, the following:

A. This Conveyance is intended and shall be construed to cover one-half of the oil, gas, and other mineral interests standing in the names of either Peggy A. Yates or John A. Yates or John A. Yates and Peggy A. Yates (whether acquired before or after May 3, 1992). Oil, gas and other mineral interests shall include, by way of example and not as a limitation, oil and gas leasehold, working, operating rights, overriding royalties, production payments, carried interests, reversionary interests leased and unleased oil, gas and other mineral interests, and covering lands in the State of Wyoming (the "Subject Interests").

B. All of the right, title and interest of Grantor only as personal representative of the Estate of Peggy A. Yates, deceased in, to and under, or derived from:

i) All of the presently existing and valid pooling, communitization and unitization agreements and the properties and interests credited thereby;

ii) All of the presently existing and valid oil, casinghead gas and gas sales purchase agreements; and

iii) All other contracts, agreements and instruments,

which relate to Subject Interests, or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests.

C. Without limiting the foregoing, all of the right, title and interest of Grantor only as personal representative of the Estate of Peggy A. Yates, deceased (whether now owned or hereafter acquired by operation of law or otherwise) in and to the Subject Interests.

D. All personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the Subject Interests or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, machinery, equipment, roads and other appurtenances situated on the Subject Interests which are used in connection with hydrocarbon operations on the interests described in 1.A, B and C above.

E. Without limiting the foregoing all of the right, title and interest of Grantor solely in his capacity as Personal Representative of the Estate of Peggy A. Yates, deceased, in and to the Subject Interests.

2. With respect to oil and gas leases which, or interests in which, are included in the Subject Interests from the United States of America or from one or more States or agencies thereof, separate assignments or transfers on approved forms may be executed by Grantor to the Grantee in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments and transfers, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, remedies, powers and privileges set forth in this conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

3. Grantor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances and documents, and will do all such other acts and things as may be necessary to more fully assure Grantee, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered or intended so to be.

4. Grantee shall observe and comply with all covenants, terms and provisions, express or implied, contained in the agreements, leases, easements and all other contracts pertaining to the Subject Interest.

5. Grantor makes no warranties of title, either express or implied, but this conveyance is made with full substitution and subrogation of the Grantee in and to all covenants and warranties heretofore given or made by others in respect to the interests conveyed herein or any part thereof.

6. All of the covenants and agreements of Grantor shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed on this 26 day of January, 2000, but effective January 1, 2000, at 7:00 a.m.

John A. Yates, as Personal Representative of the Estate of Peggy A. Yates, deceased and as Trustee of Trust Q u/w/o Peggy A. Yates, deceased

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

This instrument was acknowledged before me on January 26, 2000 by John A. Yates, as Personal Representative of the Estate of Peggy A. Yates, deceased and as Trustee of Trust Q u/w/o Peggy A. Yates, deceased.

My commission expires:
March 1, 2002

Notary Public

L:\AJL\Yates\Omnibus Conveyance-John Yates

12557B

PRODUCERS 88-RENTAL

277344
OIL AND GAS LEASE

RECORDED Feb. 15, 00 at 8:50 A
IN BOOK 113 O+G PAGE 483
FEES $ 8.00 COUNTY CLERK
By Cathy Gordon, DEPUTY

AGREEMENT, Made and entered into the 19th day of January, 2000 by and between James Ranches, Inc., a Wyoming corporation

whose post office address is 260 E. 19th, Idaho Falls, ID 83404 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1557 Ogden Street, Suite 300, Denver, CO 80217 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 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lots 2 (31.21), 3 (31.41), SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼
Section 20: W½NW¼

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 622.62 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from the March 29, 2000 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 Commerce Bank at P. O. Box 1887, Idaho Falls, ID 83403 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 One Thousand, Two Hundred, Forty-Five & 24/100s 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.

JAMES RANCHES, INC., a Wyoming corporation

X James Ranches Inc. By Carroll V. James

Carroll V. James, aka Carroll James
President

555-2[illegible]-0750

STATE OF Idaho }
} ss
COUNTY OF Bonneville }

ACKNOWLEDGMENT_INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 199_____ 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_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 Idaho }
} ss
COUNTY OF Bonneville }

ACKNOWLEDGMENT_CORPORATE

On this 26th day of January, A.D. ~~19~~ 2000 before me personally appeared Carroll V. James, aka Carroll James to me personally known, who, being by me duly sworn, did say that he is the President of James Ranches, Inc., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ~~xx~~ he acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 26th day of January A.D., ~~19~~ 2000.

My Commission Expires 1/28/2004

Notary Public

Address: 3360 Garnet St.
Idaho Falls, Id. 83401

485

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JAN 26 2000

Serial No. WYW149733

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name PRIMA OIL & GAS CO
   Street 1801 BROADWAY #500
   City, State, Zip Code DENVER, CO 80202

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. R. Meridian State County

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 110W 06th Meridian WY State Sublette County
sec. 032 ALL;

277346

RECORDED Feb. 15, 00 @ 9:00 AM
IN BOOK 113 O&G PAGE 485
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Total acres in lease 640.000
Rental retained $ 960.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title)

JAN 19 2000 (Date)

EFFECTIVE DATE OF LEASE FEB 01 2000

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 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 26th day of January, 2000.

G. Walter Lunsford (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.

WYW149733

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 26th day of January, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

[redacted] [redacted] [redacted]

WYW149733

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 Field Office.

WYW149733

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3000-3a
(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 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	100%	15%	85%	NONE	THOSE OF RECORD

277351

RECORDED Feb. 15, 00 @ 10:10a.M.
IN BOOK 113 O&G PAGE 490
FEES $10.00 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)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 1st 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 the authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

PART B- CERTIFICATION AND REQUEST FOR APPROVAL

1. The 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 ('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 1st day of September, 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 2nd 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"

LEASE #	LESSOR	LEASE DATE	DESCRIPTION	OWNED	CONVEYED	RETAINED
WY-1354	WYW-114059	1/1/89	Twp 32 North, Rge 111 West Sec 33: NE/4, SE/4 Effective only as to those depths & zones below the base of the Fort Union Fm, which is defined as 100 ft below the stratgraphic equivalent of 7262 ft	100.00%	15.00%	85.00%
WY-1356	WYW-130736	12/1/93	Twp 31 North, Rge 111 West Sec 4: Lts 1-4, S/2N/2, S/2 Sec 5: Lts 1-4, S/2N/2, S/2 Effective only as to those depths & zones below the base of the Fort Union Fm, which is defined as 100 ft below the stratgraphic equivalent of 7262 ft	100.00%	15.00%	85.00%
WY-1357	WYW-101780	11/1/86	Twp 32 North, Rge 111 West Sec 29: All Sec 30: Lts 1-4, E/2, E/2W/2 Sec 31: Lts 1-4, E/2, E/2W/2 Sec 32: All Effective only as to those depths & zones below the base of the Fort Union Fm, which is defined as 100 ft below the stratgraphic equivalent of 7262 ft	100.00%	15.00%	85.00%

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 22 day of February, 19 00, by and between LESLIE F. WILCOX AND SHARON L. Wilcox, Husband and wife

of P.O Box 1458, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, San Antonio, Texas 78209, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

SEE EXHIBIT "A" hereto attached and made a part hereof

277438

RECORDED Feb 22, 2000 2:00 PM
IN BOOK 1130 PAGE 493
FEES $ 10.00 CLERK
SUBLETTE COUNTY, WYOMING
By Tracy L Moore

225

of Section ** , Township ** , Range ** , it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) 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 NINE THOUSAND TWO Hundred EIGHTY THREE + 5/100 Bank at $9,283.05 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of ~~THREE THOUSAND SEVEN HUNDRED THIRTEEN & 22/100~~ DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depositary bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depositary, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the 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

interests. Lessee, [redacted] such execution, shall furnish lessor with a cop[redacted] unit agreement by mail to lessor's last known [redacted] 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 on 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 worranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Leslie F. Wilcox
Leslie F. Wilcox

X Sharon L. Wilcox
Sharon L. Wilcox

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 22 day of February, A.D. 2000, before me personally appeared Leslie F. Wilcox and Sharon L. Wilcox, 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 comission expires:
8/28/02

Tracey L Hoover
Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said .....
acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....
Notary Public

STATE OF
COUNTY OF } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ....M and recorded in Book ..... at Page ..... of the records of this office.

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 22 day of February, 2000 from Leslie F. Wilcox and Sharon L. Wilcox, husband and wife, as Lessor and Aztec Energy Corporation, a Utah corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW, and all accretion and riparian rights thereto. Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

1. Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost, gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages incurred by lessor's actions regarding the connections, and the taking, and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

2. Notwithstanding anything to the contrary contained herein, Lessee and Lessor hereby agree to use their "best efforts" to determine a suitable time and location to conduct any drilling operations on lands subject to the Oil and Gas Lease. The intent of this provision is to minimize any losses incurred to Lessor or Lessor's ranching operations by Lessee's drilling and producing operations on said lands.

3. Notwithstanding anything to the contrary contained herein, in no event shall the minimum annual royalty due and payable on this lease be less than the equivalent of $2.00 per net mineral acre.

4. Lessee shall obtain the written consent of Lessor prior to injection, or re- injection of any disposal water, or other disposal fluids into any subsurface strata, or prior to drilling a disposal well on lands covered by this lease. However such written consent shall not be withheld unreasonably.

5. In the event that any irrigation ditches or canals are disturbed during any of Lessee's operations on lands covered by this lease, all ditches and canals will be reconstructed immediately so as not to impede the carrying of the irrigation water, and the disturbed ditch or canal shall be restored as near as practical to the original contour of the land.

6. In the event any well drilled on said lands is abandoned as a dry hole or shall cease to produce in paying quantities, Lessee agrees, before plugging such well, to tender such well to the Surface Owner. If the Surface Owner shall elect to accept same for completion as a water well, Lessee agrees to install a cement plug in the bottom of such well, at such depth as the Surface Owner shall designate, and a removable swage at the top, and shall turn over such well to the Surface Owner for completion as a water well, but the Surface Owner shall first execute and submit the necessary forms and applications to the Wyoming Oil and Gas Conservation Commission or other regulatory agencies relieving Lessee of any further liability and shall indemnify Lessee against and hold Lessee harmless from any and all liability and claims with respect to such well. If the Surface Owner shall not accept such well, Lessee shall plug and abandon such well in accordance with the Rules and Regulations of the Wyoming Oil and Gas Conservation Commission.

Signed for Identification:

Leslie F. Wilcox

Sharon L. Wilcox

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Janet W. Pasque, being first duly sworn, deposes and says:

1. I am an Attorney-in-Fact of HS RESOURCES, INC., and am duly authorized to make this Affidavit on behalf of HS RESOURCES, INC.

2. HS RESOURCES, INC. is an owner of an interest in and to those oil and gas leases ("leases") as described on Exhibit "A" attached hereto, located within the County of Sublette, State of Wyoming, which are held by production of oil or gas or other means in accordance with the terms of said leases.

3. That a review has been conducted of the records of HS RESOURCES, INC. title materials from the records of Sublette County, and the records of the Wyoming Oil and Gas Conservation Commission with respect to said leases.

4. That, to the best of my knowledge, the leases have been extended beyond their primary term by production from the subject lands and remain in full force and effect.

IN WITNESS WHEREOF, this AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES is executed this 31st day of January, 2000, effective as of the date of first production.

277478

RECORDED Feb. 24 00 @ 3:30PM
IN BOOK 113 O+G PAGE 496
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

HS RESOURCES, INC.

By: Janet W. Pasque
Janet W. Pasque
Attorney-in-Fact

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 31st day of January, 2000, by Janet W. Pasque, Attorney-in-Fact for HS RESOURCES, INC.

Witness my hand and official seal.

(SEAL)

My Commission Expires: March 19, 2000

Mary K. Halsey
Mary K. Halsey, Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

HSR STEELE #16-31 T34N-R109W-31

Exhibit "A"
Attached hereto and made a part hereof of the subject
Affidavit of Production and Extension of Leases
Sublette County, Wyoming

Lessor: **Marion K. Cole**
Lessee: H. P. McLish
Lease Date: September 12, 1994
Recording: Book 99 O & G, Page 696
Description: Township 33 North, Range 109 West
Section 6: Lot 2 (39.84)
Township 34 North, Range 109 West
Section 31: NE/4SW/4, SE/4
Section 32: SW/4

Lessor: **Barbara Jean Sells**
Lessee: H. P. McLish
Lease Date: September 12, 1994
Recording: Book 99 O & G, Page 698
Description: Township 33 North, Range 109 West
Section 6: Lot 2 (39.84)
Township 34 North, Range 109 West
Section 31: NE/4SW/4, SE/4
Section 32: SW/4

Lessor: **Edward F. Steele, Jr.**
Lessee: H. P. McLish
Lease Date: September 12, 1994
Recording: Book 99 O & G, Page 694
Description: Township 33 North, Range 109 West
Section 6: Lot 2 (39.84)
Township 34 North, Range 109 West
Section 31: NE/4SW/4, SE/4
Section 32: SW/4

Lessor: **Ruth Ann Steele**
Lessee: H. P. McLish
Lease Date: September 12, 1994
Recording: Book 99 O & G, Page 721
Description: Township 33 North, Range 109 West
Section 6: Lot 2 (39.84)
Township 34 North, Range 109 West
Section 31: NE/4SW/4, SE/4
Section 32: SW/4

HSR STEELE #16-31 T34N-R109W-31

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

W-08593

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Questar Exploration and Production Company
1331 17th Street, Suite 800
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
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 20: N/2N/2N/2, SE/4NE/4NE/4, E/2SE/4NE/4, E/2E/2SE/4 Section 21: NW/4, W/2NE/4, N/2S/2 From surface of the earth to stratigraphic equivalent of 13,211', being 100' below the total depth drilled in the Stewart Point 3-28 Well, located in the NENW of Section 28, T33N-R109W, 6th P.M. Containing 550.00 acres more or less, Sublette Co., Wyoming. These lands are subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc. * Pursuant to the Purchase and Sale Agreement dated May 17, 1999, it is the intent and purpose of this assignment for Ultra Resources, Inc. to convey Questar Exploration and Production Company 50% of the interest Ultra Resources, Inc was conveyed by the Assignment of Operating Rights dated effective 12-21-98 from Questar Exploration and Production Company to Ultra Resources Inc.	42.50%	10.625%	31.875%	None	5.50% of 8/8ths

277480

RECORDED Feb. 24, 00 @ 3:40PM
IN BOOK 113 Of 6 PAGE 498
FEES $ 8.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy [illegible]

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 11 day of Oct, 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.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases; transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

But made effective May 1, 1999

Executed this 11 day of Oct, 19 99

Executed this 20th day of October, 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)

Questar Exploration and Production Company

Transferee G. L. Nordloh
(Signature) President/CEO

or Attorney-in-fact
(Signature)

INITIAL

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148539

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 27 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 5: SE NE, S2 NW, S2 Sec. 6: Lots 1-7 Sec. 6: S2 NE, SE NW, E2 SW, SE Sec. 7: Lots 1-4 Sec. 7: N2 NE, SW NE, E2 W2 Sec. 8: All Sec. 9: W2					
2444.15 acres in Sublette Co., WY					

277492

RECORDED Feb. 25, 00 @ 8:00 AM
IN BOOK 113 046 PAGE 500
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy Soden

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

Assignment approved effective OCT 1 1999

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 13 1999
(Date)

500

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional parties if Item No. 1 is needed, or for Land Description in Item No. 2, if needed.

OCT 7 1999

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~,
by Clark W. Nye.

My commission expires:
1/28/02

Julia N. Baker

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

Form 4175

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 3rd day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148555

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 106 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 1: Lots 1-4					
Sec. 1: S2 S2					
Sec. 2: Lots 1-4					
Sec. 2: S2 S2					
Sec. 10: N2, SE					
Sec. 11: All					
1798.11 acres in Sublette Co., WY					

277493
RECORDED Feb. 25, 00 @ 9:00 A.M.
IN BOOK 113 Of 6 PAGE 502
FEES $8.00 Mary Lou Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 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.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~200X~~ by Clark W. Nye.

My commission expires: 1/5/02

Julia N. Baker

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr., President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997: 573-004/41047

Form 3000-3
January 1996

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148553

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 105 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 21: S2					
Sec. 27: W2					
Sec. 28: N2, N2 SW, SW SW, SE					
Sec. 29: E2					
Sec. 32: E2					
Sec. 34: N2 NE, W2, SE					
2440.00 acres in Sublette Co., WY					

277494

RECORDED Feb. 25 00 10: 8:00AM
IN BOOK 113 O+G PAGE 504
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By [illegible]

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 OCT 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 DEC 08 1999
(Title) (Date)

505

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 OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~ by Clark W. Nye.

My commission expires: 1/15/02

Julia N. Baker

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

~~522407~~

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)

or

Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)

or S. J. Jansma, Jr. President

Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148551

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 105 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 13: W2, SE Sec. 14: E2 Sec. 15: W2, SE Sec. 21: N2 Sec. 22: W2 Sec. 23: NE Sec. 24: N2					
2400.00 acres in Sublette Co., WY					

277495

RECORDED Feb. 25 00 10 9:00 AM
IN BOOK 113 Q+G PAGE 506
FEES $ 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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 for land description indicated on reverse of this form.

Assignment approved effective OCT 01 1999

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 1999 (Date)

506

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 OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

My commission expires: 1/5/02

Julia N. Baker

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye (Please type or print)

Assignor Clark W. Nye (Signature)

or

Attorney-in-fact _____ (Signature)

5805 NW Grand Blvd., Suite C (Assignor's Address)

Oklahoma City, OK 73118-1229 (City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee _____ (Signature)

or

Attorney-in-fact S. J. Jansma, Jr. President (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148550

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 105 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 1: Lots 1-4					
Sec. 1: SW					
Sec. 2: Lots 1-4					
Sec. 2: S2					
Sec. 3: Lots 1-3, 5					
Sec. 3: N2 SW, SE SW					
Sec. 4: Lots 1,2,5,6					
Sec. 4: S2					
Sec. 8: E2					
Sec. 9: N2 NW, SW NW, SW					
Sec. 10: NE, NE NW, S2 NW					
Sec. 11: N2 NE, NW, NW SW					
2337.05 acres in Sublette Co., WY					

277496

RECORDED Feb. 25, 2000 @ 12:00 PM
IN BOOK 113 046 PAGE 508
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 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.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, 2000, by Clark W. Nye.

My commission expires: 1-5-02

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye (Please type or print)

Assignor Clark W. Nye (Signature)
or
Attorney-in-fact (Signature)

5805 NW Grand Blvd., Suite C (Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of July, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee (Signature)
or
Attorney-in-fact S. J. Jansma, Jr. President (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148549

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM 277497 Sec. 29: All Sec. 30: Lots 1- 4 Sec. 30: E2, E2 W2 Sec. 32: N2, SW, N2 SE 1819.92 acres in Sublette Co., WY	100%	100%	-0-	-0-	-0-

RECORDED Feb. 25, 00 @ 8:00 AM
IN BOOK 113 O+G PAGE 510
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton
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 for land description indicated on reverse of this form.

Assignment approved effective OCT 01 1999

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 1999 (Date)

510

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 OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999 ~~XXXX 2000~~,
by Clark W. Nye.

My commission expires:
1/5/[illegible]

Julia N. Baker

Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 19 99

Name of Assignor as shown on current lease Clark W. Nye
(Please type or print)

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of July, 19 99

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997-573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148548

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM Sec. 28: E2, E2 W2 Sec. 33: E2, E2 W2 960.00 acres in Sublette Co., WY	100%	100%	-0-	-0-	-0-

277498

RECORDED Feb. 25, 00 @ 8:00a.m.
IN BOOK 113 Ot 6 PAGE 512
FEES $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy [illegible]

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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title) DEC 08 1999 (Date)

512

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 OKLAHOMA
COUNTY OF ~~OKALHOMA~~ OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~, by Clark W. Nye.

My commission expires: 2/5/02

Julia N. Baker

Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 19 99

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 19 99

Assignee WOLVERINE GAS AND OIL CORPORATION
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-130), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148547

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 26: All Sec. 27: All Sec. 34: All Sec. 35: All					
2560.00 acres in Sublette Co., WY					

277499

RECORDED Feb. 25, 00 @ 8:00AM
IN BOOK 113 O+G PAGE 514
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lockey

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 OCT 01 1999

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

/s/ Pamela J. Lewis
By (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 1999 (Date)

514

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 OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~,
by Clark W. Nye.

My commission expires:
1/5/02

Julia N. Baker
Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 19 99

Name of Assignor as shown on current lease Clark W. Nye
(Please type or print)

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 19 99

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

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*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148546

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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.

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Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

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Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM Sec. 22: All Sec. 23: All Sec. 24: All Sec. 25: NE, N2 NW, SW NW, S/2 277500 2520.00 acres in Sublette Co., WY	100%	100%	-0-	-0-	-0-

RECORDED Feb. 25, 00 10 8:00 AM
IN BOOK 113 OTG PAGE 516
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

DEC 08 1999
(Date)

516

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees (a Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

My commission expires: 1/5/02

Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 26 day of July, 19 99

Name of Assignor as shown on current lease Clark W. Nye
(Please type or print)

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug., 19 99

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148545

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 17: NE, E2 NW, S2 Sec. 18: N2 NE, SW NE, SE Sec. 19: Lots 1-4 Sec. 19: E2, E2 W2 Sec. 20: N2 NE, S2 NW, SW, W2 SE Sec. 21: N2, N2 SW, SE SW, SE					
2461.28 acres in Sublette Co., WY					

277501

RECORDED Feb. 25, 00 @ 8:00
IN BOOK 113 016 PAGE 518
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scott
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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis — Chief, Leasable Minerals Section — DEC 08 1999
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF OKLAHOMA
COUNTY OF ~~OKLAHOMA~~

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~, by Clark W. Nye.

Julia N. Baker

My commission expires: 1/6/02

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

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 26 day of July, 19 99

Name of Assignor as shown on current lease Clark W. Nye (Please type or print)

Assignor Clark W. Nye (Signature)

or

Attorney-in-fact (Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee (Signature)

or S. J. Jansma, Jr. President

Attorney-in-fact (Signature)

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*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148544

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM Sec. 13: All Sec. 14: S2 S2 Sec. 15: All 1440.00 acres in Sublette Co., WY	100%	100%	-0-	-0-	-0-

277502

RECORDED Feb. 25, 00 at 2:00 PM
IN BOOK 113 O+G PAGE 520
FEES $ 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYO.
By Cathy Saxton

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 OCT 01 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section DEC 08 1999
(Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

My commission expires: 2/5/2002

Julia N. Baker

Notary Public Oklahoma County, Oklahoma

Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W Nye
(Signature)

or

Attorney-in-fact _____
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)

Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee _____
(Signature)

or

Attorney-in-fact S. J. Jansma, Jr. President
(Signature)

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*U.S. GPO 1987: 573-003/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148543

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Wolverine Gas and Oil Corporation
   City, State, ZIP Code: One Riverfront Plaza, 55 Campau, N.W., Grand Rapids, Michigan 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 (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.					
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 3: Lots 1-3					
Sec. 3: NE SW, N2 SE, SE SE					
Sec. 3: Lot 4, SE SW, SW SE (EXCL 29.56 ACRES IN RSVR ROW WYE 02636)					
Sec. 4: Lots 1-3					
Sec. 4: E2 SW, SE					
Sec. 6: Lots 1-6					
Sec. 6: E2 SW, SE					
Sec. 7: Lots 1-4					
Sec. 7: E2, E2 W2					
Sec. 8: NW SE					
Sec. 18: Lots 1-4					
Sec. 18: E2 W2 1969.75 ac in Sublette Co., WY					

277503

RECORDED Feb. 25, 00 @ 8:00a
IN BOOK 113 OR 6 PAGE 522
FEES $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zucker
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 for land description indicated on reverse of this form.

Assignment approved effective OCT 01 1999

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title) DEC 08 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.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, ~~2000~~
by Clark W. Nye.

My commission expires:
11/5/02

Julia N. Baker
Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd. Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

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*U.S. GPO 1997: 573-004/41047

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148542

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Wolverine Gas and Oil Corporation
   City, State, ZIP Code: One Riverfront Plaza, 55 Campau, N.W., Grand Rapids, Michigan 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 (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.					
TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 1: Lots 1-4					
Sec. 1: S2					
Sec. 2: Lots 1-4					
Sec. 2: S/2					
Sec. 9: SE SE					
Sec. 10: E2, SE NW, NE SW, S2 SW, NE NW (EXCL 4.61 ACRES IN RSVR ROW WYE 02636)					
Sec. 11: N2, SW					
Sec. 12: All					
2538.65 acres in Sublette Co., WY					

277504
RECORDED Feb. 25, 00 8:00 AM
IN BOOK 113 O&G PAGE 524
FEES $ 8.00
SUBLETTE COUNTY, WY
By Cathy Souder

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 for land description indicated on reverse of this form.

Assignment approved effective OCT 01 1999

By /s/ Pamela J. Lewis (Authorized Officer)

Chief, Leasable Minerals Section (Title)

DEC 08 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.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

My commission expires: 4/5/02

Julia N. Bakes
Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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.

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3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or
Attorney-in-fact S. J. Jansma, Jr. President
(Signature)

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Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148541

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 27 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 30: Lots 1-4 Sec. 30: E2, E2 W2 Sec. 31: Lots 1-4 Sec. 31: E2, E2 W2 Sec. 32: All Sec. 33: All 2528.24 acres in Sublette Co., WY					

277505

RECORDED Feb. 25, 00 @ 8:00 A.
BK 113 046 PAGE 526
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeske

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

Assignment approved effective OCT 1 1999

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 13 1999
(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional [illegible] No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

My commission expires:
7/13/02

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 26 day of July, 1999

Name of Assignor as shown on current lease: Clark W. Nye (Please type or print)

Assignor: Clark W. Nye (Signature)
or
Attorney-in-fact: _____ (Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee: _____ (Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact: _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148540

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, Michigan 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
TOWNSHIP 27 NORTH, RANGE 104 WEST, 6th PM Sec. 17: All Sec. 18: Lots 1-3 Sec. 18: NE NE, S2 NE, SE SW, SE Sec. 20: All Sec. 22: W2 W2, SE NW, NE SW, N2 SE, SE SE Sec. 23: S2 SW 2146.81 acres in Sublette Co., WY	100%	100%	-0-	-0-	-0-

277506

RECORDED Feb. 25 00 at 8:00 AM
IN BOOK 113 O+G PAGE 528
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

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 lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 1 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 13 1999
(Date)

528

529

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.

AUG 1999

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Clark W. Nye.

My commission expires: 1/5/02

Julia N. Baker
Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease: Clark W. Nye (Please type or print)

Assignor: Clark W. Nye (Signature)
or
Attorney-in-fact: _____ (Signature)

5805 NW Grand Blvd., Suite G
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee: _____ (Signature)
or
Attorney-in-fact: S. J. Jansma, Jr. President (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

71-43

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 SEP -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

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 148538

Lease Effective Date (Anniversary Date): August 1, 1999

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Wolverine Gas and Oil Corporation
   City, State, ZIP Code: One Riverfront Plaza, 55 Campau, N.W., Grand Rapids, Michigan 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
TOWNSHIP 27 NORTH, RANGE 104 WEST, 6th PM	100%	100%	-0-	-0-	-0-
Sec. 3: Lots 1-4 Sec. 3: S2 N2, S2 Sec. 4 Lots 1-4 Sec. 4: S2 N2, S2 Sec. 9: E2 Sec. 10: All 2248.95 acres in Sublette Co., WY					

277507

RECORDED Feb. 25, 00 @ 9:00 AM
IN BOOK 113 OF G PAGE 530
FEES $ 8.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE [redacted]NCE

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 OCT 1 1999

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 13 1999
(Date)

530

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 OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 26 day of July, 1999, by Clark W. Nye.

My commission expires:

Julia N. Parker

Notary Public Oklahoma County, Oklahoma
Acting in Oklahoma County, Oklahoma

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 26 day of July, 1999

Name of Assignor as shown on current lease Clark W. Nye
Please type or print

Assignor Clark W. Nye
(Signature)
or
Attorney-in-fact
(Signature)

5805 NW Grand Blvd., Suite C
(Assignor's Address)
Oklahoma City, OK 73118-1229
(City) (State) (Zip Code)

Executed this 5th day of Aug, 1999

WOLVERINE GAS AND OIL CORPORATION

Assignee
(Signature)
or S. J. Jansma, Jr. President
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 NOV -1 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

Lease Serial No.
W-132056

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

EOG Resources, Inc.
600 - 17th Street, Suite 1100N
Denver, CO 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	
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 AS SAID LEASE COVERS: Township 32 North, Range 113 West, 6th PM Section 30: E/2 Section 31: E/2 From the surface of the earth down to the stratigraphic equivalent of 2,513' as found in the Katy 1-31 well located in the SW/SE of Section 31, T32N-R113W, Sublette County, Wyoming. Containing 640.00 acres, more or less.	100%	70%	30%	- 0 -	Of Record

277512

RECORDED Feb. 25, 00 @ 3:15PM
IN BOOK 113 OG PAGE 532
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zorn

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 DEC 01 1999

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

JAN 2 6 2000 (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.

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joseph C. Anderson as Partner of Donald B. Anderson Ltd. this 5th day of October 1999.

WITNESS my hand and official seal.

My commission expires 4/14/2002.

Notary Public

NANCY J. KISER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2002

1. The transferor certifies as owner of an interest in the 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 5TH day of Oct, 19 99

Name of Transferor DONALD B. ANDERSON, LTD.
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact Joseph C. Anderson, Partner
(Signature)

6400 South Fiddler's Green Circle, Suite 1750
(Transferor's Address)

Englewood (City) CO (State) 80111 (Zip Code)

Executed this 14th day of October, 19 99

EOG RESOURCES, INC.

Transferee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

Andrew C. Morris
Agent and Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

PRODUCER[redacted] UP
Rev. 5-60, No. 2

[redacted] 277580 March 3,

RECORDED [redacted] 12:20 PM
IN BOOK 113 [redacted] PAGE 534
FEES $ 12.00
SUBLETTE COUNTY [redacted] CLERK
By Tracy L Hoover

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of January 2000, by and between David D. Maytag and Betty A. Maytag, husband and wife

whose post office address is P. O. Box 117, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and Anschutz Wyoming Corporation, a Colorado corporation, whose post office address is 555 17th St., Suite 2400 Denver, CO 80202, 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.

Notwithstanding anything to the contrary herein contained, all references herein to the fractional interest one-eighth (1/8) shall be changed to seventeen percent (17%).

and containing 206.46 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

David D. Maytag
DAVID D. MAYTAG

SS# 524-40-8091

Betty A Maytag
BETTY A. MAYTAG

SS# 546-38-9835

(13668)
WY-2767-00048

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF .....
COUNTY OF .....} ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of..... 19..... personally appeared.....

_____

and _____

_____, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

STATE OF .....
COUNTY OF .....} ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of..... 19..... personally appeared.....

_____

and _____

_____, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

State of .....
County of .....} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this.....day of....., A. D. 19.....

(SEAL) .....
Notary Public.

My Commission expires.....

No.....
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the.....day of.....19....., at .....o'clock.....M., and duly recorded in Volume..... Page..... of the records of this office.
.....
County Clerk.
By.....
Deputy.
When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated the 24th day of January, 2000, by and between **David D. Maytag and Betty A. Maytag**, husband and wife, as Lessors, and **Anschutz Wyoming Corporation**, as Lessee.

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.

Sublette County, Wyoming

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eight appear in this lease, the percentage of 17% shall be substituted therefore.

Lessee agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

Lessee agrees that no shall be drilled on the lands described herein within 900 feet of the active thread of any stream or within one half mile of the main residence located on the lands described herein.

SIGNED FOR VERIFICATION:

David D. Maytag

Betty A. Maytag

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE } ss.

On 1-25-2000 (Date), before me, JAMES A. SHAUNTY (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared DAVID D. MAYDAC AND BETTY A. MAYDAC (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.

OFFICIAL SEAL
JAMES A. SHAUNTY
COMM #1193916
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
SEPTEMBER 14, 2002

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: OIL AND GAS LEASE
Document Date: 1-24-00 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer
Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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[redacted] [redacted] [redacted]

CONVEYANCE

RECORDED March 7, 00 @ 4:00 PM
IN BOOK 113 046 PAGE 538
FEES $ 16.00 Mary L. Lill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Cathy Scott

STATE OF WYOMING §
§ 277629
COUNTY OF SUBLETTE §

THIS CONVEYANCE (this "Conveyance"), dated effective as of July 1, 1999, at 12:02 a.m., local time (the "Effective Time"), is from **PRIZE ENERGY RESOURCES, L.P.**, a Delaware limited partnership ("Grantor"), having an address of 20 East 5th Street, Suite 1400, Tulsa, Oklahoma 74103, to **BLACK STONE MINERALS COMPANY, L.P.**, a Delaware limited partnership ("Grantee"), having an address of 1001 Fannin, Suite 4750, Houston, Texas 77002.

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby transfers, grants, bargains, sells, conveys, and assigns to Grantee, the following described assets, less and except the Excluded Properties (collectively, the "Properties"):

(a) All of Grantor's right, title and interest in and to the lands described in Exhibit A (including, without limitation, interests in oil, gas and/or mineral leases covering such lands, royalty interests, overriding royalty interests, production payments and net profits interests in such lands, and fee royalty interests, fee mineral interests and other interests in such oil, gas and other minerals), and all wells (including wells which may be currently producing, not producing, in the process of or awaiting completion, or drilling, as of the Effective Time) located upon such lands or upon any lands with which any portion of such lands may be pooled, communitized, or unitized (either voluntary or by compulsory order);

(b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in, on, under or that may be produced from the lands described in Exhibit A (including, without limitation, interests in oil, gas and/or mineral leases covering such lands, royalty interest, overriding royalty interests, production payments and net profits interests in such lands, and fee royalty interests, fee mineral interests and other interests in such oil, gas and other minerals);

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any governmental entity having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so called "working interest units" created under operating agreements or otherwise) which relate to any of the properties described in paragraphs (a) and (b) above;

(d) All production from the properties described in paragraphs (a), (b), and (c) above after the Effective Time and all merchantable allowable oil or liquids owned by

Grantor and stored in tanks on the lands covered by the leases and other documents described on Exhibit A on the Effective Time;

(e) All rights and obligations of Grantor with respect to gas imbalances existing with respect to any of the properties described in paragraphs (a), (b) and (c) above, together with any rights or obligations as to future cash and/or gas balancing in existence as of the Effective Time;

(f) All rights, titles and interests of Grantor in and to all presently existing and valid production sales contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in paragraphs (a), (b) and (c) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto), including accounts receivable and payable arising from any of the foregoing and attributable to any period after the Effective Time;

(g) All of Grantor's lease files, abstracts and title opinions, production records, well files, accounting records (but not including general financial accounting or tax accounting records), geological and geophysical data related to the properties described in paragraphs (a), (b) and (c) above, including (without limitation), prospect and other maps, the seismic records, well logs, scout tickets and completion cards relating to the properties described in paragraphs (a), (b) and (c) above, and all other files, documents and records which directly relate to the properties described above (unless Grantor is prohibited from transferring any such items pursuant to the terms of a third-party agreement);

(h) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, improvements, and other personal property and fixtures appurtenant to the properties described in paragraphs (a), (b) and (c) above; and

(i) Any other rights and interests in and to the properties described in paragraphs (a) - (h) above, both inclusive, acquired by Grantor by any assignments, bills of sale and conveyances from Pioneer Natural Resources USA, Inc. and Pioneer Resources Producing L.P.

Notwithstanding anything in this Conveyance to the contrary, the Properties do not include, and Grantee agrees and acknowledges that Grantor has reserved and retained from the Properties and hereby reserves and retains unto itself, any and all rights, titles and interests in and to the following (collectively, the "Excluded Properties") (i) any and all surface estates relating to the Properties or otherwise (provided, however, that the right to use the surface in connection with the exploration, development and operation of the Properties is not so excepted, reserved and excluded), and (ii) the leases and leasehold interests acquired by Seller and its predecessors in title pursuant to that certain Exploration Agreement dated April 8, 1994, between Santa Fe Energy Operating Partners, L.P. and Bridge Oil Company, L.P..

[redacted] [redacted] [redacted]

Grantor warrants title to the Properties subject to the Permitted Encumbrances (as defined in the Purchase Agreement (as defined below) against the claims of every person or entity whomsoever lawfully claiming by, through or under Grantor, but not otherwise. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE, THIS CONVEYANCE IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

TO HAVE AND TO HOLD the Properties unto Grantee and its successors and assigns forever, subject to the terms set forth above.

This Conveyance is made with subrogation of Grantee as to any representations or warranties heretofore made by others relative to the Properties.

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the counties or parishes in which the Properties are located.

This Conveyance is made pursuant to that certain Agreement for Sale and Purchase dated July 12, 1999, by and between Grantor and Grantee (the "Purchase Agreement"). Nothing herein shall negate or otherwise alter the rights and obligations of Grantor and Grantee under the Purchase Agreement.

This Conveyance may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Conveyance. To facilitate recording the counterpart to be recorded in a given county may contain only that portion of Exhibit "A" that described property located in that county.

This Conveyance shall bind and inure to the benefit of Grantee and Grantor, and their respective successors and assigns.

EXECUTED on the date indicated in the acknowledgment below, to be effective for all purposes as of the Effective Time.

GRANTOR:

PRIZE ENERGY RESOURCES, L.P.,
a Delaware limited partnership
By: PRIZE OPERATING COMPANY,
a Delaware corporation, sole general partner

By: _____
Lon C. Kile
President

GRANTEE:

BLACK STONE MINERALS COMPANY, L.P.

By: _____
Thomas L. Carter, Jr.
President

(All Interests)

S:\PHYLLIS\PRIZE\CONVALL.WPD

STATE of TEXAS §
§
COUNTY of HARRIS §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that, on this 22nd day of July, 1999, there appeared before me **Lon C. Kile**, President of PRIZE OPERATING COMPANY, a Delaware corporation, the sole general partner of **PRIZE ENERGY RESOURCES, L.P.**, a Delaware limited partnership, who is personally known to me, and that:

ALABAMA	Such person, who has signed the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer with full authority executed the same voluntarily for and as the act of said corporation, acting in his and its capacity as aforesaid.
ARIZONA, ARKANSAS, COLORADO, FLORIDA, ILLINOIS, INDIANA, KANSAS, KENTUCKY, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, TENNESSEE, TEXAS, UTAH, WEST VIRGINIA, WYOMING	This instrument was acknowledged before me on this date by the aforementioned person as such officer of said corporation, on behalf of said corporation, acting as General Partner on behalf of Prize Energy Resources, L.P.
CALIFORNIA	Before me, a Notary Public of said State, duly commissioned and sworn, personally appeared the aforementioned person personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the aforesaid officer of and on behalf of the corporation therein and acknowledged to me that such corporation executed the same in the capacity therein stated.
MISSISSIPPI	Personally appeared before me, the undersigned authority in and for the said county and sate, on this day, within my jurisdiction, the aforementioned person, who acknowledged that he, as the aforesaid officer of said corporation, and that for and on behalf of the said corporation, and as its act and deed, in the capacity therein stated, executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.
LOUISIANA	Before me appeared the above named person to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing instrument as the above designated officer of the above named corporation, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and as the free act and deed of said corporation on behalf of said corporation, acting in the capacity therein stated, and for the uses and purposes therein set forth and apparent.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LLANA M. DOBBIE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 3, 2001

Llana M. Dobbie
Notary Public, State of Texas

[redacted] [redacted] [redacted]

STATE of TEXAS §
§
COUNTY of HARRIS §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that, on this 22nd day of July, 1999, there appeared before me **Thomas L. Carter, Jr.**, President of **BLACK STONE MINERALS COMPANY, L.P.**, a Delaware limited partnership, who is personally known to me, and that:

ALABAMA

Such person, who has signed the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer with full authority executed the same voluntarily for and as the act of said limited partnership, acting in his capacity as aforesaid.

ARIZONA, ARKANSAS, COLORADO, FLORIDA, ILLINOIS, INDIANA, KANSAS, KENTUCKY, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, TENNESSEE, TEXAS, UTAH, WEST VIRGINIA, WYOMING

This instrument was acknowledged before me on this date by the aforementioned person as such officer of said limited partnership, on behalf of said limited partnership.

CALIFORNIA

Before me, a Notary Public of said State, duly commissioned and sworn, personally appeared the aforementioned person personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the aforesaid officer of and on behalf of the limited partnership therein and acknowledged to me that he executed the same in the capacity therein stated.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and sate, on this day, within my jurisdiction, the aforementioned person, who acknowledged that he, as the aforesaid officer of said limited partnership, and that for and on behalf of the said limited partnership, and as its act and deed, in the capacity therein stated, executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

LOUISIANA

Before me appeared the above named person to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing instrument as the above designated officer of the above named limited partnership, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and as the free act and deed of said limited partnership on behalf of said limited partnership, acting in the capacity therein stated, and for the uses and purposes therein set forth and apparent.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nancy A. Cemino
Notary Public, State of Texas

NANCY A. CEMINO
Notary Public, State of Texas
My Commission Expires 02-20-02

COUNTY: SUBLETTE
STATE: WYOMING
PROSPECT: BACHE

EXHIBIT "A" Attached to "CONVEYANCE
dated 7-1-99, from Prize Energy Resources, L.P.
to Black Stone Minerals Company, L.P.

DEED NUMBER	GRANTOR	ACQUIRED FROM	DATE ACQUIRED	RECORDING INFORMATION AND DESCRIPTION
MO-23839-000	JOHN SCHNEIDER ET UX	MTS PARTNERSHIP	07/30/1984	BOOK: 1 PAGE: 485 TRACT: 001 SEC: 2 029N 114W W/2 SW/4

543

PREPARED BY:
ELIZABETH A. SMITH
Black Stone Minerals Company, L.P.
1001 Fannin, Suite 4750
Houston, TX 77002

CONVEYANCE OF UNDIVIDED INTEREST IN OVERRIDING ROYALTIES

Ann A. Jarcho, a married woman, dealing in her own and separate property, Grantor, for and in consideration of other valuable consideration and ten dollars ($10.00) in hand paid, conveys and transfers to Ann A. Jarcho, Trustee, or her successors in trust, under the Ann A. Jarcho Revocable Trust dated September 3, 1999, for the benefit of Ann A. Jarcho and her heirs, Grantee, whose address is 1497 Devonshire Drive, Salt Lake City, Utah 84108, all her interest in the overriding royalty interests described below associated with the following described property located in Sublette and Lincoln Counties, Wyoming:

(a) .0017000 overriding royalty interest, NLB 34-21 (Baxter), Enron Oil & Gas Company
Township 27 North, Range 113 West:
Section 21: NW/4NW/4

(b) .0050000 overriding royalty interest, La Barge Tertiary E10270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: SE/4SW/4, SW/4SE/4
Section 28: NE/4NW/4, NW/4NE/4, E/2NE/4

(c) .0017000 overriding royalty interest, La Barge Tertiary E-22405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(d) .0025756 overriding royalty interest, Govt-Minton "A"
(W-89657), Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: S/2N/2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

(e) .0050000 overriding royalty interest, La Barge BR EVS010270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

277683

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IN BOOK 113 of 6 PAGE 544
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY Tracy L Howe

(f) .0017000 overriding royalty interest, La Barge BR EVS022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(g) .0050000 overriding royalty interest, La Barge O.T.
EVS-010270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

(h) .0017000 overriding royalty interest, La Barge O.T.
EVS-022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(i) .0050000 overriding royalty interest, La Barge S.T.
EVS-010270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

(j) .0017000 overriding royalty interest, La Barge S.T. 022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(k) .0025756 overriding royalty interest, Govt-Minton-Other (W-89657), Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: S/2N/2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

(l) .0025756 overriding royalty interest, Govt-Minton "B"
Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: SE/4SW/4, SW/4SE/4
Section 28: NW/4, NE/4, NE/4NW/4

(m) .0004313 overriding royalty interest, La Barge-Frontier S.T., Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

[redacted] [redacted] [redacted]

(n) .0003973 overriding royalty interest, La Barge Bear River, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

This conveyance is made subject to any rights now existing in any lessee or assigns under any valid or subsisting mineral lease of the above-described property. Grantee shall receive and enjoy the herein granted interest in and to all overriding royalties or other benefits that may accrue under the terms of such leases from and after the date hereof to the same extent Grantor would have enjoyed such benefits.

In witness whereof, the Grantor has hereunto set her hand this 31 of December 1999.

Ann A. Jarcho
ANN A. JARCHO

State of Utah }
} SS
County of Salt Lake }

The foregoing instrument was acknowledged before me by Ann A. Jarcho this 31 day of December 1999. Witness my hand and official seal. My commission expires:
10-19-01

SEAL

NOTARY PUBLIC
CAROL VANDERBECK
1290 So. Foothill Dr
Salt Lake City, UT 841
COMMISSION EXPIRES
OCT. 19, 2001
STATE OF UTAH

Carol Vanderbeck
Notary Public

547

STIPULATION OF INTERESTS

(Portion of USA Lease WYW-102717)

This instrument affects only that certain oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers the lands described on Exhibit "A," which lands are located in Sublette County, Wyoming, said lease being hereinafter referred to as the "Subject Lease."

The lease and lands described on Exhibit "A" are hereinafter referred to as the "Subject Lease and Lands." This instrument is made and entered into to be effective as of the 30th day of November 1998 among the following parties, hereinafter collectively referred to as the "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc. a Michigan corporation With an address of 150 West Jefferson Avenue, Suite 1900 Detroit, MI 48226 ("MCNIC")	33.333%
McMurry Oil Company a Wyoming corporation With an address of 370 17th Street, Suite 3020 Denver, CO 80202 ("McMurry")	33.000%
Fort Collins Consolidated Royalties, Inc. a Colorado corporation With an address of P.O. Box 1363 Cheyenne, WY 82003 ("Fort Collins")	24.084%
Nerd Enterprises, Inc. a Wyoming corporation With an address of P.O. Box 949 Casper, WY 82602 ("Nerd")	8.250%
Edward M. Warner an individual With an address of 1401 17th Street, Suite 1430 Denver, CO 80202 ("Warner")	1.333%

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

Neil A. McMurry, also known as Mick McMurry
991 Stafford
Casper, WY 82609

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

277688

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FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L. Horee

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

Victor L. McMurry
P.O. Box 1519
Pinedale, WY 82941 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
1838 Queene
Longmont, CO 80501 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
44 Marigold
Casper, WY 82604 ("Mortimer")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

Annita Ealum
1917 Eastbrook Avenue
Casper, WY 82601 ("Ealum")

Judy Lund,
formerly known as Judy Bannon
3935 Dorset Court
Casper, WY 82601 ("Lund")

McMurry Limited Partnership
204 West 15th Street
Casper, WY 82601 ("McMurry LP")

WRW Energy Co.
a Colorado general partnership
P.O. Box 1881
Cheyenne, WY 82023 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
150 W. Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

Edward M. Warner
1401 17th Street, Suite 1430
Denver, CO 80202 ("Warner")

RECITALS

1. McMurry acquired all of the oil and gas leasehold working interest in the Subject Lease and Lands, subject to an outstanding 5% of 8/8ths overriding royalty interest.

2. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded in the records of Sublette County, Wyoming on March 7, 1995 in Book 100 of Oil and Gas at Page 633, McMurry conveyed a 0.61001% of 8/8ths overriding royalty interest in the Subject Lease and Lands to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated effective September 1, 1994, and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 635 of the records of Sublette County, Wyoming, McMurry assigned a total 0.8125% of 8/8ths overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

Neil A. McMurry	0.2500%
Scott	0.2500%
Curry	0.2500%
Osborn	0.0625%

4. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 638 of the records of Sublette County, Wyoming, McMurry conveyed a 0.0625% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Annita Ealum.

5. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 640 of the records of Sublette County, Wyoming, McMurry conveyed a 0.0625% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Judy Bannon, who has since changed her name to Judy Lund.

6. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 642 of the records of Sublette County, Wyoming, McMurry conveyed an overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

Doris McMurry	0.077782%
Neil A. McMurry	0.077776%
Victor L. McMurry	0.077776%
Susan Anne Samuelson	0.077776%
Carol J. McMurry	0.077776%
Gayle L. Kinnison	0.077776%
Gary R. Wenzel	0.077776%
Kelly Sue Mortimer	0.077776%
McMurry Limited Partnership	0.077776%

This assignment recites that the overriding royalty conveyed totals 0.699936 of 8/8ths; in fact, the interests described total 0.69999% of 8/8ths.

7. By Conveyance, Assignment, Bill of Sale and Stipulation of Interest dated effective December 31, 1994 and recorded March 8, 1995 in Book 101 of Oil and Gas at Page 53 of the records of Sublette County, Wyoming, McMurry conveyed an undivided 50.5% of its working interest in the Subject Lease and Lands as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%

In this instrument the parties stipulated that the working interests in the Subject Lease and Lands conveyed to Nerd, Fort Collins and Warner would each be subject to a proportionate share of overriding royalty interests totalling 7.0% of 8/8ths and that the retained 49.50% working interest of McMurry would bear a proportionate share of overriding royalties totalling 7.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of .5% of 8/8ths (i.e., a 0.2475% of 8/8ths overriding royalty interest) such that the net revenue interest attributable to the working interest of McMurry would be equal to a proportionate share of 80% and that the net revenue interests attributable to the working interests of Nerd, Fort Collins and Warner would each be equal to a proportionate share of 80.5%.

8. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at Page 160 of the records of Sublette County, Nerd Enterprises, Inc. conveyed an undivided 50% of its right, title and interest in the Subject Lease and Lands to Fort Collins Consolidated Royalties, Inc.

9. By Assignment of Overriding Royalty Interest dated February 14, 1995, but effective as of February 10, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at Page 133, Nerd conveyed to Mick McMurry a 0.0061875% of 8/8ths overriding royalty interest in the Subject Lease and Lands. However, the parties intended that a 0.061875% of 8/8ths overriding royalty be conveyed so as to reduce Nerd's net revenue interest from a proportionate share of 80.5% to a proportionate share of 80%.

10. By Assignment of Overriding Royalty Interest dated effective January 1, 1996 and recorded April 22, 1996 in Book 103 of Oil and Gas at Page 274 of the records of Sublette County, Wyoming, Fort Collins conveyed a 5% of 8/8ths overriding royalty to WRW Energy Co. and a 1% of 8/8ths overriding royalty to Dianne E. Greene in the Subject Lease and Lands. The overriding royalty interests conveyed were made subject to proportionate reduction to the extent that the 36.125% working interest of the Assignor in the Subject Lease and Lands was less than the entire oil and gas leasehold estate. The effect of this assignment was to reduce the net revenue interest attributable to the 36.125% working interest of Fort Collins in the Subject Lease and Lands from a proportionate share of 80.5% to a proportionate share of 74.5%.

11. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at Page 309 of the records of Sublette County, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner each conveyed an undivided 33.333% of their respective interests in the Subject Lease and Lands to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided with respect to each lease affected by the assignment that: (a) the net revenue interest attributable to the working interest received by CoEnergy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by any Assignor was subject to lease burdens totalling less than the proportionate share of 20%, such Assignor would and did reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the lease burdens attributable to the working interest conveyed by an Assignor was subject to lease burdens in excess of the proportionate share of 20%, such Assignor would and did convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%.

12. As a result of the CoEnergy Assignment: (a) Fort Collins conveyed an additional 0.662255% of 8/8ths (i.e., 5.5% of 12.041%) overriding royalty interest to CoEnergy in the Subject Lease and Lands, said overriding royalty to be borne out of Fort Collins' retained 2/3 of 36.125% (i.e., 24.084%) working interest; (b) McMurry neither conveyed nor reserved any overriding royalty interest in the Subject Lease and Lands; (c) Nerd neither conveyed nor reserved an overriding royalty interest in the Subject Lease and Lands; and (d) Warner reserved an overriding royalty of 0.003335% of 8/8ths (i.e., 0.5% x 0.667%), said overriding royalty to be borne out of the 0.667% working interest assigned to CoEnergy.

13. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at Page 476 of the records of Sublette County, Wyoming, CoEnergy conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest to Jane R. Crouch in the Subject Lease and Lands, as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in the Subject Lease and Lands were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

14. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC."

15. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the interests of the Working Interest Owners bear the burden of the interests of the Overriding Royalty Interest Owners therein.

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, it is hereby stipulated and agreed as follows:

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Lease and Lands are owned by the Working Interest Owners in the undivided percentages described on page 1 above, said percentage shares being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands created by the Assignments of Overriding Royalty Interest described in paragraphs 3, 4, 5 and 6 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionately by the working interests of each of the Working Interest Owners.

3. The overriding royalty conveyed by Nerd to Mick McMurry and referred to in Recital 9 above shall be deemed to be a 0.061875% of 8/8ths overriding royalty interest and not 0.0061875% as erroneously stated in that assignment. Mick McMurry is one and he same person as Neil A. McMurry. The 0.061875% overriding royalty interest of Mick McMurry, also known as Neil A. McMurry, shall be borne 1/3 by the working interest of MCNIC and 2/3 by the working interest of Nerd.

4. Of the 0.61001% of 8/8ths overriding royalty interest acquired by Martin pursuant to the assignment described in Recital 2 above, 0.36251% shall be borne proportionately by all working interest owners and the remaining 0.2475% overriding royalty interest shall be borne 1/3 by the working interest of MCNIC and 2/3 by the working interest of McMurry.

5. The overriding royalty interests of WRW Energy Co, and Dianne E. Greene referred to in Recital 10 above shall be borne one-third (1/3) out of the working interest of MCNIC and two-thirds (2/3) out of the working interest of Fort Collins in the Subject Lease and Lands.

6. It is understood and agreed that to the extent that Fort Collins conveyed both a working interest and an overriding royalty in the Subject Lease and Lands pursuant to the CoEnergy Assignment, the 0.662255% overriding royalty conveyed to CoEnergy shall NOT be deemed to have merged into the working interest conveyed to CoEnergy. Such overriding royalty shall constitute a separate and distinct burden upon the retained 24.084% working interest of Fort Collins, its successors and assigns.

[redacted] [redacted] [redacted]

7. The 0.003335% of 8/8ths overriding royalty interest of Edward M. Warner referred to in Recital No. 12 above shall be borne solely out of the working interest in the Subject Lease and Lands owned by MCNIC.

8. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 13, above, shall be borne solely out of the working interest in the Subject Lease and Lands owned by MCNIC, its successors and assigns, including without limitation those parties described in paragraph 13 below.

9. The intended result of the conveyances described in the Recitals above was that the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Lease and Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
MCNIC	33.333%	26.333070%*
McMurry	33.000%	26.400000%
Fort Collins	24.084%	17.280325%
Nerd	8.250%	6.600000%
Warner	1.333%	1.076400%**

*Takes into account 0.662255% ORI owned by MCNIC and burdening the working interest of Fort Collins.

**Takes into account 0.003335% ORI owned by Warner and burdening the working interest of MCNIC

10. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein, including without limitation the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Lease and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

11. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Lease and Lands.

12. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

13. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation, formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands as both a working interest and overriding royalty interest owner, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

14. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

MCNIC OIL & GAS PROPERTIES, INC.

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
WILLIAM R. WEEKS, Executive Vice-President
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

NERD ENTERPRISES, INC., a Wyoming corporation

_____
MICK McMURRY, President
Date: _____

_____
EDWARD M. WARNER, an Individual
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: _____

_____
NEIL A. McMURRY, a/k/a MICK McMurry
Date:

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
JOHN W. MARTIN, President
Date: 11/3/99

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. McMURRY, a/k/a MICK McMurry
Date:_____

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

Dianne E Greene
Name: Dianne E. Greene
Title: Asst. Sec.-Treas.
Date: 2/3/2000

WILLIAM R. WEEKS, Executive Vice-President
Date: 2/3/2000

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMurry
Date:_____

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

Neil A. McMurry
Name: Neil A. McMurry
Title: Sec/Treas
Date: 11-11-99

Mick McMurry
MICK McMURRY, President
Date: 11-11-99

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

Neil A. McMurry
NEIL A. McMURRY, a/k/a MICK McMurry
Date: 11-11-99

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

McMURRY OIL COMPANY

ATTEST:

_____ By:_____

Name:_____ JOHN W. MARTIN, President

Title:_____ Date:_____

Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____ _____

Name:_____ WILLIAM R. WEEKS, Executive Vice-President

Title:_____ Date:_____

Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____ _____

Name:_____ MICK McMURRY, President

Title:_____ Date:_____

Date:_____

_____

EDWARD M. WARNER, an Individual

Date: 1/30/99

OVERRIDING ROYALTY INTEREST OWNERS

_____

JOHN W. MARTIN

Date:_____

_____

NEIL A. McMURRY, a/k/a MICK McMurry

Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By: _____
John W. Martin , Attorney-in-Fact
Date: 11/3/99

_____
CASEY OSBORN
Date: _____

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date: _____

_____
DIANNE E. GREENE
Date: _____

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin , Attorney-in-Fact
Date:_____

Casey Osborn
CASEY OSBORN
Date: 11-29-99

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date: 2/3/2000

_____
DIANNE E. GREENE
Date: 2/3/2000

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

Marshall C. Crouch IV
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-29-00

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

EDWARD M. WARNER
Date: 4/30/99

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

[redacted] [redacted] [redacted]

EDWARD M. WARNER
Date:

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By:
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

Name:
Title:
Date:

By:
Name:
Title:
Date:

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

5/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold
Detroit, MI 48226

EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: December 7, 1999

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

EDWARD M. WARNER
Date: _____

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 2/3/2000

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF [illegible])

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 3RD day of [illegible], 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado.

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 3rd day of February, ~~1999~~. 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

_____

Diane E Greene
Notary Public
Address: 5905 Green Meadows Dr.
Cheyenne, WY 82001

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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 _____ day of _____, 1999.

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 by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

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 by Edward M. Warner as both working interest and overriding royalty interest owner this 30th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
MY COMMISSION EXPIRES
3/31/2003

Sharm E Lewis
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, this 3RD day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry, this _____ day of _____, 1999.

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 by John W. Martin as Attorney-in-Fact for Joseph T. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Eaum, and Judy Lund, formerly known as on Judy Bannon, this 3RD day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

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 by Neil A. McMurry, also known as Mick McMurry, this 11th day of NOVEMBER, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

_____
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Casey Osborn, this 29th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

Sallie Waters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

My Commission Expires:
4-9-2002

Sallie Waters
Notary Public
Address: Box 415
Big Piney WY

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this 3rd day of February, ~~1999.~~ 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 11-1-2002

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5905 Green Meadow Dr
Cheyenne, WY 82001

STATE OF Colorado)
) ss.
City and
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 3rd day of February, ~~1999.~~ 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Warren E. Major
Notary Public
Address: 1775 Sherman St. #1400
Denver, CO 80203

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, MI 48226

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Weeks Oil Properties, LLC, a Colorado limited liability company by William R. Weeks, as Manager on behalf of the company, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. Barnes, as Attorney-in-Fact of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this 7th day of December, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
July 17, 2001

Susan A. Tyler
Notary Public
Address: P. O. Box 3102, Tulsa, OK 74101

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Weeks Oil Properties, LLC, a Colorado limited liability company by William R. Weeks, as Manager on behalf of the company, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Weeks Oil Properties, LLC, a Colorado limited liability company by William R. Weeks, as Manager on behalf of the company, this 3rd day of February, ~~1999~~. 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 11-1-2002

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5405 Green Meadows Dr
Cheyenne, Wy 82001

EXHIBIT "A" - LEASE SCHEDULE

to that certain Stipulation of Interests concerning a portion of USA Oil and Gas Lease WYW-102717

State of Wyoming, County of Sublette

Lease No.	Lessor	Lessee	Date	Description	Acres	Recorded Book	Recorded Page
WYW-102717	United States of America	Eugene J. Wait, Jr.	12/01/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3, 4, E/2SW/4, NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4	642.12	105	549

579

[redacted] [redacted] [redacted]

STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-125950)

This instrument affects only the oil and gas lease (the "Subject Lease") described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands (the "Subject Lands") described on Exhibit "A", which lands are located in Sublette County, Wyoming, said lease and lands being hereinafter referred to as the "Subject Lease and Lands". This instrument is made and entered as of November 30, 1998 among the following parties, hereinafter collectively referred to as "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
With an address of
150 West Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

McMurry Oil Company
a Wyoming Corporation
With an address of
370 17th Street, Suite 3020
Denver, CO 80202 ("McMurry")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

Nerd Enterprises, Inc.
a Wyoming corporation
With an address of
P.O. Box 949
Casper, WY 82602 ("Nerd")

Edward M. Warner
an individual
With an address of
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

Amoco Production Company
a Delaware corporation
With an address of
P.O. Box 3092
Houston, TX 77253-3092 ("Amoco")

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

Neil A. McMurry also known as Mick McMurry
991 Stafford
Casper, WY 82609

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

277689

RECORDED Mar 11, 2002 at 2:12 P M
IN BOOK 113 Otb PAGE 580
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

Victor L. McMurry
P.O. Box 1519
Pinedale, WY 82941 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
1838 Queene
Longmont, CO 80501 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
44 Marigold
Casper, WY 82604 ("Mortimer")

McMurry Limited Partnership
204 W. 15th Street
Casper, WY 82601 ("McMurry LP")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

Annita Ealum
1917 Eastbrook Ave.
Casper, WY 82601 ("Ealum")

Judy Lund, formerly known as
Judy Bannon
3935 Dorset Court
Casper, WY 82609-2419 ("Lund")

Edward M. Warner
1401 17th St., Suite 1430
Denver, CO 80202

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

WRW Energy Co.
a partnership with an address of
P.O. Box 1881
Cheyenne, WY 82023 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226 ("MCNIC")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

RECITALS

1. USA Oil and Gas Lease WYW-125950 issued effective January 1, 1992 to High Plains Energy Company covering the Subject Lands located in Sublette County, Wyoming, said lease being recorded in the records of Sublette County, Wyoming, October 2, 1997 in Book 105 of Oil and Gas at page 574. The Subject Lease was subsequently assigned by High Plains Energy Company to Presidio Exploration, Inc. by Assignment of Record Title dated January 15, 1992 and by Presidio Exploration, Inc. to McMurry Oil Company by Assignment of Record Title dated January 30, 1992. Neither assignment reserved any overriding royalty interest in the Subject Lease.

2. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of April 30, 1992 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 503, McMurry Oil Company conveyed a 2% of 8/8ths overriding royalty interest Lease WYW-125950 as to all of the lands covered thereby to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of July 1, 1992 and recorded October 1, 1993 in Book 93 of Oil and Gas at page 512 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-125950 as to all of the lands covered thereby:

Doris McMurry	-	0.295% of 8/8ths
Neil A. McMurry	-	0.25% of 8/8ths
Victor L. McMurry	-	0.25% of 8/8ths
Susan Anne Samuelson	-	0.25% of 8/8ths
Carol J. McMurry	-	0.25% of 8/8ths
Gayle L. Kinnison	-	0.25% of 8/8ths
Gary R. Wenzel	-	0.25% of 8/8ths
Kelly Sue Mortimer	-	0.25% of 8/8ths
McMurry Limited Partnership	-	0.25% of 8/8ths

4. By Assignment of Overriding Royalty dated September 23, 1993 to be effective July 1, 1992 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 526, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-125950 as to all of the lands covered thereby:

Neil A. McMurry	-	0.50%
Joseph J. Scott	-	0.3750%
James W. Curry	-	0.3750%
Annita Ealum	-	0.0625%
Judy Bannon	-	0.0625%
Casey Osborn	-	0.0625%,

making the total overriding royalty interest created by McMurry Oil Company in the Subject Lease and Lands equal to 5.7325% of 8/8ths.

5. By Conveyance, Assignment, Bill of Sale and Stipulation of Interests dated effective December 31, 1994 and recorded in the records of Sublette County on March 8, 1995 in Book 101 of Oil and Gas at page 97, McMurry Oil Company conveyed an undivided 50.5% of its working interest in Lease WYW-125950 insofar as it covers all of Section 28, Township 29 North, Range 108 West, 6th P.M., as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

In the document the parties stipulated that the working interests conveyed in Lease WYW-125950 to Nerd, Fort Collins and Warner would each be subject to a proportionate share of overriding royalty interests totalling 4% of 8/8ths and that the retained 49.50% working interest of McMurry in Lease WYW-125950, insofar as it covers the Subject Lands, would bear a proportionate share of overriding royalt:es totalling 4.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of 3.5% of 8/8ths (*i.e.*, a 1.7325% of 8/8ths overriding royalty interest) such that the net revenue interest attributable to the working interest of McMurry would be equal to a proportionate share of 80% and that the net revenue interests attributable to the working interests of Nerd, Fort Collins and Warner would each be equal to a proportionate share of 83.5%.

6. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at page 160 of the records of Sublette County, Nerd Enterprises, Inc. conveyed an undivided 50% of its right title and interest in Lease WYW-125950 to Fort Collins Consolidated Royalties, Inc.

7. By Assignment of Overriding Royalty Interest dated effective February 10, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at page 120 of the records of Sublette County, Nerd Enterprises, Inc., conveyed a 0.433125% overriding royalty interest in Lease WYW-125950 as to all of the Subject Lands to Mick McMurry of 991 Stafford, Casper, Wyoming 82609. The Assignment was intended to reduce the net revenue interest attributable to Nerd's remaining 12.375% working interest in the Subject Lease and Lands from a proportionate share of 83.5% (*i.e.* 12.375% x 83.5% or 10.333125%) to a proportionate share of 80.0% (*i.e.*, 12.375% x 80.0% or 9.9%). The Assignment inadvertently referred to the overriding royalty interest conveyed as both a .433125% overriding royalty, the interest intended to be conveyed, and a .0433125% overriding royalty. The Assignment was not made subject to proportionate reduction.

8. By Assignment of Operating Rights and Working Interest and Bill of Sale (said assignment being hereinafter referred to as the "SOCO Assignment") dated to be effective September 21, 1994 and recorded in the records of Sublette County, Wyoming on April 22, 1996 in Book 103 of Oil and Gas at page 206, McMurry, Nerd, Fort Collins and Warner each conveyed an undivided 80% of their respective leasehold operating rights and working interest in the Subject Lease insofar as it covers the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. and an undivided 48% of their respective leasehold operating rights and working interest in the Subject Lease insofar as it covers the N/2 and SW/4 of said Section 28 to Snyder Oil Corporation of 1625 Broadway, Suite 2200, Denver, Colorado 80202. The SOCO Assignment was: (1) limited to those horizons from the surface to the base of the Mesa Verde formation (defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West); (2) reserved an overriding royalty interest in favor of each assignor equal to a proportionate share of the difference between existing lease burdens affecting the interest conveyed and 20% of 8/8ths; and (3) was made subject to a Farmout Agreement (hereinafter referred to as the "SOCO Farmout") among McMurry et al. and Snyder Oil Corporation ("SOCO") as Farmee dated June 17, 1994 which provided that SOCO would reassign an undivided forty (40%) percent of the 80% operating rights interest received by SOCO as to the SE/4 of Section 28 upon "payout" of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. as determined under said Farmout Agreement. Each of the Working Interest Owners acknowledges that prior to the effective date hereof said well achieved "payout" under the Farmout Agreement. As a result of the SOCO Assignment the following overriding royalties in the Subject Lease and Lands were intended to be reserved out of the working interests conveyed to SOCO as to horizons above the base of the Mesa Verde formation.

(a) Overriding royalty interest reserved by McMurry and Nerd — None

(b) Overriding royalty reserved by Fort Collins

(i) <u>As to the SE/4 of Section 28, T29N, R108W</u>

Before payout of SHB 15-28 Well — 1.0115% of 8/8ths (*i.e.*, 3.5% of .8 x 36.125%)

After payout of SHB 15-28 Well — 0.6069% of 8/8ths (*i.e.*, 3.5% of .48 x 36.125%)

(ii) <u>As to the N/2 and the SW/4 of Section 28, T29N, R108W</u>

Before and after payout of the SHB 15-28 Well 0.6069% of 8/8ths (*i.e.*, 3.5% of .48 x 36.125%)

(c) Overriding royalty reserved by Warner

(i) <u>As to the SE/4 of Section 28, T29N, R108W</u>

Before payout of SHB 15-28 Well — 0.056% of 8/8ths (*i.e.*, 3.5% x .8 x 2%)

After payout of SHB 15-28 Well — 0.0336% of 8/8ths (*i.e.*, 3.5% x .48 x 2%)

(ii) <u>As to the N/2 and the SW/4 of Section 28, T29N, R108W</u>

Before and after payout of the SHB 15-28 Well — 0.0336% of 8/8ths (*i.e.*, 3.5% x .48 x 2%)

9. By Assignment of Overriding Royalty Interest dated effective as of September 21, 1994 and recorded April 22, 1996 in the records of Sublette County, Wyoming in Book 103 of Oil and Gas at page 230, McMurry, Nerd, and Fort Collins, conveyed the following overriding royalty interests in the Subject Lease and Lands as to horizons from the surface to the base of the Mesa Verde formation (defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M.), to John W. Martin and to Edward M. Warner as tenants in common in equal shares:

(a) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 28: SE/4

Before Payout	-	0.8% of 8/8ths
After Payout	-	0.48% of 8/8ths

(b) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 28: N/2, SW/4

0.48% of 8/8ths

The Assignment indicated that "Payout" was determined as provided under the terms of the SOCO Farmout and provided that the overriding royalty interests conveyed would be borne by the Assignors as follows:

McMurry Oil Company	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.86224%
Nerd Enterprises, Inc.	12.62755%

The effect of this assignment was to reduce the net revenue interests (NRI) attributable to the working interests owned by the assignors in the Subject Lease and Lands as to formations above the base of the Mesa Verde formation as follows:

(a) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 28: SE/4

McMurry — Prepayout NRI was a proportionate share of 80% (*i.e.*, 80% of 9.9%) before the assignment and a proportionate share of 75.918364% after the assignment; after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 25.740%) to a proportionate share of 79.058085%.

Fort Collins — Prepayout NRI was a proportionate share of 83.5% (*i.e.*, 83.5% of 7.225%) before the assignment and a proportionate share of 79.418367% after the assignment; after payout NRI was reduced from a proportionate share of 83.5% (*i.e.*, 83.5% of 18.785%) to a proportionate share of 82.558084%.

Nerd — Prepayout NRI was a proportionate share of 80.% (*i.e.*, 80% of 2.475%) before the assignment and a proportionate share 75.918384% after the assignment; after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 6.435%) to a proportionate share of 79.058089%.

(b) <u>As to the N/2 and the SW/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.</u>

McMurry — Before payout and after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 25.74%) to a proportionate share of 79.058085%

Fort Collins — Before payout and after payout NRI was reduced from a proportionate share of 83.5% (*i.e.*, 83.5% of 18.785%) to a proportionate share of 82.558084%

Nerd — Before and after payout NRI was reduced from a proportionate share of 80.0% (*i.e.*, 80% of 6.435%) to a proportionate share of 79.058089%.

10. By Assignment of Overriding Royalty dated to be effective September 21, 1994 and recorded April 22, 1996 in Book 103 of Oil and Gas at page 254 of the records of Sublette County, Wyoming, Fort Collins Consolidated Royalties, Inc. conveyed the following overriding royalty interests in the Subject Lease and Lands to WRW Energy Co., a Colorado general partnership, (5/6ths), and to Dianne E. Greene (1/6th):

(a) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 28: SE/4

<u>As to formations from the surface of the earth to the base of the Mesa Verde formation</u>

Before Payout - 6% of 36.125% of 20% being .4335% of 8/8ths overriding royalty

After Payout - 6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

As to formations below the base of the Mesa Verde formation both before and after Payout:

6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

(b) As to all depths in and under Township 29 North, Range 108 West, 6th P.M. Section 28: N/2, SW/4

All depths before and after Payout

6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

The Assignment did not define the term "payout". It did define, however, the base of the Mesa Verde formation as being 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. The effect of this assignment was to reduce the net revenue interest attributable to the working interest of Fort Collins in the Subject Lease and Lands as follows:

(a) As to the SE/4 of Section 28, Township 29 North, Range 108 West

As to formations above the Base of the Mesa Verde

Before payout net revenue interest reduced from a proportionate share of 79.418367% to a proportionate share of 73.418367%.

After payout net revenue interest reduced from a proportionate share of 82.558084% to a proportionate share of 76.558084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 83.5% to a proportionate share of 80.38%

(b) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West

As to formations above the base of the Mesa Verde formation

Before and after payout net revenue interests reduced from a proportionate share of 82.558084% to a proportionate share of 76.558084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 83.5% to a proportionate share of 80.38%

11. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at page 309 of the records of Sublette County, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward M. Warner each conveyed an undivided 33.333% of their respective interests in the Subject Lease and Lands to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided that: (a) the net revenue interest attributable to the working interest received by CoEnergy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by each Assignor was subject to lease burdens totalling less than proportionate share of 20%, such Assignor would reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the lease burdens attributable to the working interest conveyed by any Assignor was subject to lease burdens in excess of proportionate share of 20%, such Assignor would convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%.

12. Pursuant to the CoEnergy Assignment the following overriding royalties in the Subject Lease and Lands as to horizons above the base of the Mesa Verde formation were conveyed

to CoEnergy out of the retained working interests of McMurry, Nerd and Fort Collins in order to preserve CoEnergy's proportionate share of an 80% net revenue interest:

(a) By McMurry:

(i) As to the SE/4 of Section 28, Township 29 North, Range 108 West

Before payout of the SHB 15-28 Well [(80.0% - 75.918364%) x 3.3%)] or 0.134693% of 8/8ths

After payout of the SHB 15-28 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(ii) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West

Before and after payout of the SHB 15-28 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(b) By Fort Collins:

(i) As to the SE/4 of Section 28, Township 29 North, Range 108 West

Before payout of the SHB 15-28 Well [(80.0% - 73.418367%) x 2.408%] or 0.158486% of 8/8ths

After payout of the SHB 15-28 Well [(80.0% - 76.558084%) x 6.262%] or 0.215533% of 8/8ths

(ii) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West.

Before and after payout of the SHB 15-28 Well [(80.0% - 76.558084%) x 6.262%] or 0.215533% of 8/8ths

(c) By Nerd:

(i) As to the SE/4 of Section 28, Township 29 North, Range 108 West

Before payout of the SHB 15-28 Well [(80.0% - 75.918384%) x 0.825%] or 0.033673% of 8/8ths

After payout of the SHB 15-28 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

(ii) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West

Before and after payout of the SHB 15-28 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

13. Pursuant to the CoEnergy Assignment the following overriding royalty interest was reserved by Fort Collins as to horizons below the base of the Mesa Verde formation in the Subject Lease and Lands:

As to all of Section 28, Township 29 North, Range 108 West, 6th P.M.

[(80.38% - 80.0%) x 12.041%] or 0.045756%

14. Edward M. Warner reserved the following overriding royalty interests in the Subject Lease and Lands by virtue of the CoEnergy Assignment:

(a) As to Horizons above the Base of the Mesa Verde formation

(i) As to the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 15-28 Well 0.133% x (83.5% - 80.0%) = 0.004655% of 8/8ths

After Payout of the SHB 15-28 Well 0.347% x (83.5% - 80.0%) = 0.012145%

(ii) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.

0.347% x (83.5% - 80.0%) = 0.012145%

(b) As to Horizons below the Base of the Mesa Verde formation in and under all of Section 28, Township 29 North, Range 108 West, 6th P.M.

0.667% x (83.5% - 80.0%) = 0.023345%

15. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at page 476 of the records of Sublette County, Wyoming, CoEnergy Rockies, Inc. ("CoEnergy") conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Jane R. Crouch. The overriding royalty interests conveyed to Marshall and Jane Crouch were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease. At the time of the assignment CoEnergy owned the following working interests in the Subject Lease and Lands:

(a) As to horizons above the base of the Mesa Verde formation

(i) As to the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 15-28 Well - 6.666%

After Payout of the SHB 15-28 Well - 17.334%

(ii) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.

17.334%

(b) As to Horizons below the Base of the Mesa Verde Formation in and under all of Section 28, Township 29 North, Range 108 West, 6th P.M.

33.333%

16. By Assignment of Overriding Royalty Interest dated February 12, 1998 and recorded in the records of Sublette County, Wyoming on February 24, 1998 in Book 106 of Oil and Gas at page 744, Fort Collins conveyed the following overriding royalty interests in the Subject Lease and Lands:

As to horizons from the surface to the base of the Mesa Verde formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M.:

Assignee	Before Payout	After Payout
WRW Energy Co.	5/6ths of 1.734% of 8/8ths	5/6ths of 1.0404% of 8/8ths
Dianne E. Greene	1/6th of 1.734% of 8/8ths	1/6th of 1.0404% of 8/8ths

As to horizons below the base of the Mesa Verde formation in and under the SE/4 of Section 28, Township 29 North, Range 108 West, and as to all depths in and under the N/2 and SW/4 of said Section 28:

Assignee	Before and After Payout
WRW Energy Co.	5/6ths of 1.0404% of 8/8ths
Dianne E. Greene	1/6th of 1.0404% of 8/8ths

The term "Payout" was defined as payout of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. as determined under the SOCO Farmout. The base of the Mesa Verde formation was defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M.

17. By Assignment and Bill of Sale dated July 25, 1996 to be effective July 1, 1996 and recorded in Book 103 of Oil and Gas at page 568 of the records of Sublette County on August 2, 1996, Snyder Oil Corporation conveyed an undivided one-half (1/2) of its interest in the Subject Lease and Lands to Amoco. By Assignment and Bill of Sale dated May 22, 1998 to be effective January 1, 1998 and recorded in the records of Sublette County, Wyoming on October 6, 1998 in Book 109 of Oil and Gas at page 317, Snyder Oil Corporation conveyed all of its remaining interest in the Subject Lease and Lands as to horizons above the base of the Mesa Verde formation to Amoco. Neither SOCO nor Amoco have acquired any interest in the Subject Lease and Lands below the base of the Mesa Verde formation.

18. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

19. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the working interest of each of the Working Interest Owners bears the interests of the Overriding Royalty Interest Owners therein.

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, it is hereby stipulated and agreed as follows:

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Leases and Lands are owned by the Working Interest Owners in the undivided percentages described on Exhibit "B" and "C" attached hereto, said exhibits being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands owned by the Overriding Royalty Interest Owners and which were purportedly created by the assignments described in paragraphs 3 and 4 of the foregoing Recitals are valid and subsisting overriding royalty interests and shall be borne proportionally by the working interests of each of the Working Interest Owners. With respect to the 2.0% of 8/8ths overriding royalty interest of John W. Martin purportedly created by the assignment described in paragraph 2 of the Recitals, said overriding royalty is valid and subsisting and 0.2675% of 8/8ths shall be borne proportionately out of the working interest of all of the Working Interest Owners in the Subject Lease and Lands and the remaining 1.7325% shall be borne out of the working interests of the Working Interest Owners as follows:

[redacted] [redacted] [redacted]

(a) As to the SE/4 of Section 28, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 15-28 Well

Amoco	80%
McMurry	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 15-28 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

McMurry	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

McMurry	2/3rds
MCNIC	1/3rd

3. The overriding royalty interests of Fort Collins and Warner described in paragraph No. 8 of the foregoing Recitals shall be borne solely out of the working interest in the Subject Lease and Lands conveyed by the SOCO Assignment and now owned by Amoco.

4. Neil A. McMurry referred to in Recitals 3 and 4 above is one and the same person as Mick McMurry referred to in Recital 7.

5. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 7 was a 0.433125% of 8/8ths overriding royalty as to the Subject Leases and Lands and not a 0.0433125% of 8/8ths interest. Said overriding royalty shall be borne as follows:

(a) As to the SE/4 of Section 28, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 15-28 Well

Amoco	80%
Nerd	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 15-28 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

Nerd	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 15-28 Well

Nerd	2/3rds
MCNIC	1/3rd

6. The overriding royalty interests of both Martin and Warner created by the assignment described in paragraph 9 of the Recitals shall be borne one-third (1/3) out of the working interest of MCNIC and two-thirds (2/3rds) out of the working interests of McMurry, Fort Collins and Nerd, in the following proportions:

McMurry	50.51021%
Fort Collins	36.86224%
Nerd	12.62755%

7. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene created by the assignment described in paragraph 10 of the Recitals shall be borne one-third (1/3) by the working interest of MCNIC and two-thirds (2/3rds) by the working interest of Fort Collins in the Subject Lease and Lands.

[redacted] [redacted] [redacted]

8. The working interests in the Subject Lease and Lands of McMurry, Fort Collins and Nerd as to horizons above the base of the Mesa Verde formation shall each separately bear the applicable overriding royalty interest described in paragraphs 12(a), (b) and (c) of the Recitals, which overriding royalties shall be owned by MCNIC. It is understood and agreed that each of the overriding royalty interests conveyed by McMurry, Fort Collins and Nerd pursuant to the CoEnergy Assignment shall NOT be deemed to have merged into the working interest conveyed to CoEnergy and each such overriding royalty shall constitute a separate and distinct burden upon the retained working interest of the applicable Assignor and such party's successors and assigns.

9. The overriding royalty interests reserved by Fort Collins and Warner in the Subject Lease and Lands and described in Recitals 13 and 14, respectively, shall be borne solely out of the working interest of MCNIC.

10. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 15 shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC and its successors and assigns, including without limitation, those set forth in paragraph 17 below. The Crouch overrides are proportionately reduced to the working interest acquired by MCNIC pursuant to the CoEnergy Assignment. If the working interest to which MCNIC or its successors is entitled under the CoEnergy Assignment increases as the result of an after payout back in pursuant to the SOCO Farmout, the Crouch overrides shall likewise increase proportionately to MCNIC's after payout working interest.

11. The overriding royalty interests in the Subject Lease and Lands of WRW Energy Co., and Dianne E. Greene, created by the assignment described in paragraph 16 of the Recitals shall be borne solely out of the working interest of Fort Collins.

12. As a result of the conveyances described in the Recitals, the overriding royalty interests of the Overriding Royalty Interest Owners and the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Leases and Lands are as set forth on Exhibits "B" and "C" attached hereto.

13. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and lands as set forth herein, including without limitation the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

14. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

15. The term "Payout" as used herein shall refer to payout of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. as determined under the SOCO Farmout Agreement. The base of the Mesa Verde formation shall be as defined in the SOCO Assignment which is described in paragraph No. 8 of the Recitals.

16. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

17. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Leases and Lands as both a working interest and overriding royalty interest owner, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

Name:_____
Title:_____
Date:_____

By:_____
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11 / 16 /99

JAB
HLL

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

125950

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Pauline E. Doohan
Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By: D. L. Schiffer
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date: 11/3/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

Dianne E. Greene
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/20/99

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____ By:_____
Name:_____ Name:_____
Title:_____ Title:_____
Date:_____ Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____ By:_____
Name:_____ Name:_____
Title:_____ Title:_____
Date:_____ Date:_____

McMURRY OIL COMPANY

ATTEST:

_____ By:_____
Name:_____ JOHN W. MARTIN, President
Title:_____ Date:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____ By:_____
Name:_____ WILLIAM R. WEEKS, Executive Vice-President
Title:_____ Date:_____
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

Neil A. McMurry By: Mick McMurry
Name: NEIL A. McMURRY MICK McMURRY, President
Title: Sec/Treas Date: 11-11-99
Date: 11-11-99

_____
EDWARD M. WARNER, an Individual
Date:_____

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

Edward M. Warner

EDWARD M. WARNER, an Individual
Date: 11/30/99

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 11/3/99

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:
John W. Martin, Attorney-in-Fact
Date: 11/3/99

CASEY OSBORN
Date:

EDWARD M. WARNER
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.

By:
WILLIAM R. WEEKS, General Partner
Date:

[redacted] [redacted] [redacted]

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:

NEIL A. McMURRY, a/k/a MICK McMURRY
Date: 11-11-99

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:
John W. Martin, Attorney-in-Fact
Date:

CASEY OSBORN
Date:

EDWARD M. WARNER
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.

By:
WILLIAM R. WEEKS, General Partner
Date:

600

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin, Attorney-in-Fact
Date:_____

Casey Osborn
CASEY OSBORN
Date: 11-29-99

EDWARD M. WARNER
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin, Attorney-in-Fact
Date:_____

CASEY OSBORN
Date:_____

EDWARD M. WARNER
Date: 11/30/99

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
John W. Martin, Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

_____
EDWARD M. WARNER
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

[redacted] [redacted] [redacted]

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:
John W. Martin, Attorney-in-Fact
Date:

CASEY OSBORN
Date:

EDWARD M. WARNER
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.

By:
WILLIAM R. WEEKS, General Partner
Date: 10/26/99

Diane E Greene
DIANNE E. GREENE
Date: 10/20/99

ATTEST:

Name:
Title:
Date:

MCNIC OIL & GAS PROPERTIES, INC.

By:
Name:
Title:
Date:

ATTEST:

Diane E Greene
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By:
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/20/99

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

Name:
Title:
Date:

By:
Name:
Title:
Date:

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

Name:
Title:
Date:

By:
Name:
Title:
Date:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public
Address:

[redacted] [redacted] [redacted]

DIANNE E. GREENE
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

Name: _____
Title: _____
Date: _____

By: _____
WILLIAM R. WEEKS, Executive Vice-President
Date: _____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

606

DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

_____
Name:_____
Title:_____
Date:_____

By: J. D. Barnes
Name: Attorney-in-Fact
Title: December 7, 1999
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

_____
DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by S. D. Blossom, as Atty-in-Fact of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this 16th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
9-23-00

Frankie Barnes
Notary Public
Address: _____

FRANKIE BARNES
MY COMMISSION EXPIRES
September 23, 2000

608

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, MI 48226

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

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 by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 20th day of October, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-2002

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Diane E Greene
Notary Public 5905 Green Meadows Drive
Address: Cheyenne, WY 82001
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

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 by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 11th day of NOVEMBER, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this 30th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Feb 22, 2001

Donna M. Van Winkle
Notary Public
Address: 1775 Sherman #1400
Denver CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this 3rd day of November 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

LINDLEY Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
My Commission Expires 11/30/2002

_____

Lyndley P. Johnson
Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry this _____ day of _____, 1999.

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 by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. Moynihan, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Eaton, and Judy Lund, formerly known as Judy Bannon, this 3rd day of November, 1999.

LINDLEY Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires 11/30/2002

_____

Lyndley P. Johnson
Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

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 by Neil A. McMurry, also known as Mick McMurry this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Casey Osborn, this 29th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

Sallie Waters - Notary Public
County of Sublette — State of Wyoming
My Commission Expires 04/09/2002

My Commission Expires:
4-9-2002

Sallie Waters
Notary Public
Address: Box 415
Big Piney WY

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
~~MAY 2~~ APRIL 18, 2001

Warren E. Mays
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
APRIL 18, 2001

Warren E. Mays
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-2002 DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E. Greene
Notary Public
Address: 5905 Green Meadows Drive
Cheyenne, WY 82001

STATE OF Colorado)
city and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Warren E. Mayn
Notary Public
Address: 1775 Sherman St #1400
Denver, Co 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/10/01

Andrea L. Campau
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, MI 48226

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Oklahoma _____)
) ss.
COUNTY OF Tulsa _____)

The foregoing instrument was acknowledged before me by J. D. Barnes, as Attorney-in-Fact of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this 7 day of December, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
July 17, 2001

Susan A. Tyler
Notary Public
Address: P. O. Box 3102, Tulsa, OK 74101
_____

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning USA Oil and Gas Lease WYW- 125950

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-125950	USA	High Plains Energy Company	1/1/92	T29N - R108 6th P.M. Sec 28: All	105 Oil and Gas	574

(622

EXHIBIT "B" Page 1 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-125950

Working Interest Owner	As to Horizons in and under the SE/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation			
	Before Payout		After payout	
	WI (%)	NRI (%)	WI (%)	NRI (%)
Amoco	80.000	64.000000	48.000	38.400000
MCNIC	6.666	4.939287	17.334	13.377307
McMurry	6.600	4.875919	17.160	13.485551
Fort Collins	4.817	1.644077	12.523	8.331436
Nerd	1.650	1.218980	4.290	3.371388
Warner	0.267	0.222945	0.693	0.578655
Total working interest	100.000	76.901208	100.000	77.544337

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[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-125950

Overriding Royalty Interest Owner	As to Horizons in and under the SE4 of Section 28, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation			
	Before Payout (%)		After Payout (%)	
	Subtotal	Total	Subtotal	Total
John W. Martin	0.267500 1.732500 0.400000	2.400000	0.267500 1.732500 0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.750000 0.433125	1.183125	0.750000 0.433125	1.183125
Doris McMurry		0.295000		0.295000
Victor L. McMurry		0.250000		0.250000
Susan Anne Samuelson	0.250000		0.250000	
Carol J. McMurry	0.250000		0.250000	
Gayle L. Kinnison	0.250000		0.250000	
Gary R. Wenzel	0.250000		0.250000	
Kelly Sue Mortimer	0.250000		0.250000	
McMurry Limited Partnership	0.250000		0.250000	
Joseph J. Scott	0.375000		0.375000	
James W. Curry	0.375000		0.375000	
Annita Ealum	0.062500		0.062500	
Judy Lund f/k/a Judy Bannon	0.062500		0.062500	
Casey Osborn		0.062500		0.062500
Edward Warner	0.056000 0.400000 0.004655	0.460655	0.033600 0.240000 0.012145	0.285745
Fort Collins		1.011500		0.606900
Marshall C. Crouch III		0.033330		0.086670
Jane R. Crouch		0.033330		0.086670
WRW Energy Co.	0.361250 1.445000	1.806250	0.939250 0.867000	1.806250
Dianne E. Greene	0.072250 0.289000	0.361250	0.187850 0.173400	0.361250
MCNIC	0.134693 0.158486 0.033673	0.326852	0.080816 0.215533 0.020204	0.316553
Total Overriding Royalty		10.598792		9.955663
Total ORI plus working interest NRI		87.500000		87.500000

EXHIBIT "B" Page 3 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning U.S.A. Oil and Gas Lease WYW-125950

Horizons in and under the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout

Working Interest Owners	WI (%)	NRI (%)
Amoco	48.000	38.400000
MCNIC	17.334	13.377307
McMurry	17.160	13.485551
Fort Collins	12.523	8.331436
Nerd	4.290	3.371388
Warner	0.693	0.578655
Total working interest	100.000	77.544337

EXHIBIT "B" Page 4 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning U.S.A. Oil and Gas Lease WYW-125950

Horizons in and under the N/2 and SW/4 of Section 28, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout

Overriding Royalty Interest Owners	Subtotal (%)	Total (%)
John W. Martin	0.267500	
	1.732500	
	0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.750000	
	0.433125	1.183125
Doris McMurry		0.295000
Victor L. McMurry		0.250000
Susan Anne Samuelson		0.250000
Carol J. McMurry		0.250000
Gayle L. Kinnison		0.250000
Gary R. Wenzel		0.250000
Kelly Sue Mortimer		0.250000
McMurry Limited Partnership		0.250000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Annita Ealum		0.062500
Judy Lund f/k/a Judy Bannon		0.062500
Casey Osborn		0.062500
Edward Warner	0.033600	
	0.240000	
	0.012145	0.285745
Fort Collins		0.606900
Marshall C. Crouch III		0.086670
Jane R. Crouch		0.086670
WRW Energy Co.	0.939250	
	0.867000	1.806250
Dianne E. Greene	0.187850	
	0.173400	0.361250
MCNIC	0.080816	
	0.215533	
	0.020204	0.316553
Total Overriding Royalty		9.955663
Total ORI and Working Interest NRI		87.500000

EXHIBIT "C" Page 1 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-125950

Working Interest Owner	As to Depths below the Base of the Mesa Verde formation in and under All of Section 28, Township 29 North, Range 108 West, 6th P.M. both Before and after Payout	
	WI (%)	NRI (%)
MCNIC	33.333	26.333070
McMurry	33.000	26.400000
Fort Collins	24.084	18.318319
Nerd	8.250	6.600000
Warner	1.333	1.113055
Total	100.000	78.764444

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Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-125950

As to Depths below the Base of the Mesa Verde Formation in and under All of Section 28, Township 29 North, Range 108 West, 6th P.M. Both Before and after Paydut

Overriding Royalty Interest Owners	Overriding Royalty Interests (%) Subtotal	Total
John W. Martin	0.267500 1.732500	2.000000
Neil A. McMurry a/k/a Mick McMurry	0.750000 0.433125	1.183125
Doris McMurry		0.295000
Victor L. McMurry		0.250000
Susan Anne Samuelson		0.250000
Carol J. McMurry		0.250000
Gayle L. Kinnison		0.250000
Gary R. Wenzel		0.250000
Kelly Sue Mortimer		0.250000
McMurry Limited Partnership		0.250000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Annita Ealum		0.062500
Judy Lund, f/k/a Judy Bannon		0.062500
Casey Osborn		0.062500
Edward M. Warner		0.023345
Marshall C. Crouch III		0.166665
Jane R.Crouch		0.166665
WRW Energy Co.	0.939250 0.867000	1.806250
Dianne E. Greene	0.187850 0.173400	0.361250
Fort Collins		0.045756
Total Overriding Royalty Interest		8.735556
Total Overriding Royalty Interest plus working interest NRI		87.500000

629

STIPULATION OF INTERESTS

(Portion of U.S.A. Oil and Gas Lease WYW-141883)

This instrument affects only that oil and gas lease (the "Subject Lease") described on Exhibit "A", attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands (the "Subject Lands") described on Exhibit "A" which lands are located in Sublette County, Wyoming.

The lease and lands described on Exhibit "A" are hereinafter referred to as the "Subject Lease and Lands". This instrument is made and entered into to be effective as of the 30th day of November, 1998 among the following parties, hereinafter collectively referred to as the "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 West Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

McMurry Oil Company
a Wyoming Corporation with an address of
370 17th Street, Suite 3020
Denver, CO 80202 ("McMurry")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation with an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

Nerd Enterprises, Inc.
a Wyoming corporation with an address of
P.O. Box 949
Casper, WY 82602 ("Nerd")

Amoco Production Company
a Delaware corporation with an address of
P.O. Box 3092
Houston, Texas 77253-3092 ("Amoco")

Edward M. Warner
an individual with an address of
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

Neil A. McMurry also known as Mick McMurry
991 Stafford
Casper, WY 82609

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

277630

RECORDED March 12, 2001 @ 2:10 PM
IN BOOK 113 & 6 PAGE 629
FEES $ 92.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L. Moore

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

Victor L. McMurry
P.O. Box 1519
Pinedale, WY 82941 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
1838 Queene
Longmont, CO 80501 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
44 Marigold
Casper, WY 82604 ("Mortimer")

McMurry Limited Partnership
204 W. 15th St.
Casper, WY 82601 ("McMurry LP")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

Annita Ealum
1917 Eastbrook Ave.
Casper, WY 82601 ("Ealum")

Judy Lund formerly known as
Judy Bannon
3935 Dorset Court
Casper, WY 82601 ("Lund")

WRW Energy Co.
a partnership with an address of
P.O. Box 1881
Cheyenne, WY 82003 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

Edward M. Warner
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation with an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

RECITALS

1. U.S.A. Oil and Gas Lease WYW-130730 was issued to McMurry Oil Company effective December 1, 1993 covering all of the Subject Lands and other lands. The lease was recorded in the records of Sublette County, Wyoming November 15, 1993 in Book 94 of Oil and Gas at page 461.

2. By Assignment of Overriding Royalty Interest dated and acknowledged January 5, 1994, to be effective as of January 1, 1994, and recorded in the records of Sublette County on March 7, 1995 in Book 100 of Oil and Gas at page 692, McMurry Oil Company conveyed a 2% of 8/8ths overriding royalty interest in Lease WYW-130730, insofar as it covers the Subject Lands and other lands, to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated and acknowledged January 5, 1994, to be effective as of January 1, 1994, and recorded March 7, 1995 in Book 100 of Oil and Gas at page 701 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed an additional 2.295% of 8/8ths overriding royalty interest in Lease WYW-130730, insofar as it covers the Subject Lands and other lands, in the following manner:

Doris McMurry	-	0.2550% of 8/8ths
Neil A. McMurry	-	0.2550% of 8/8ths
Victor L. McMurry	-	0.2550% of 8/8ths
Susan Anne Samuelson	-	0.2550% of 8/8ths
Carol J. McMurry	-	0.2550% of 8/8ths
Gayle L. Kinnison	-	0.2550% of 8/8ths
Gary R. Wenzel	-	0.2550% of 8/8ths
Kelly Sue Mortimer	-	0.2550% of 8/8ths
McMurry Limited Partnership	-	0.2550% of 8/8ths.

4. By three separate Assignments of Overriding Royalty each dated and acknowledged January 5, 1994, to be effective as of January 1, 1994, and recorded in the records of Sublette County on March 7, 1995 in Book 100 of Oil and Gas at pages 694, 697 and 699, McMurry Oil Company conveyed an additional 1.4375% of 8/8ths overriding royalty interest in Lease WYW-130730 as to all of the Subject Lands and other lands covered thereby as follows:

Neil A. McMurry	-	0.50%
Joseph J. Scott	-	0.3750%
James W. Curry	-	0.3750%
Casey Osborn	-	0.0625%
Annita Ealum	-	0.0625%
Judy Bannon	-	0.0625%,

making the total overriding royalty interest created by McMurry Oil Company in the Subject Lease and Lands equal to 5.7325% of 8/8ths.

5. By Conveyance, Assignment, Bill of Sale and Stipulation of Interests dated effective December 31, 1994 and recorded in the records of Sublette County on March 8, 1995 in Book 101

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

of Oil and Gas at page 97, McMurry conveyed an undivided 50.5% of its leasehold interest in Lease WYW-130730 as to all of the Subject Lands and other lands covered thereby (*i.e.*, oil and gas leasehold operating rights and working interest as to all depths) as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

In the document the parties stipulated that the working interests conveyed in the Subject Lease to Nerd, Fort Collins and Warner would be subject to a proportionate share of overriding royalty interests totalling 4% of 8/8ths and that the retained 49.50% working interest of McMurry in the Subject Lease, insofar as it covers the Subject Lands, would bear a proportionate share of overriding royalties totalling 4.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of 3.5% of 8/8ths (*i.e.*, a 1.7325% of 8/8ths overriding royalty interest) such that the net revenue interest attributable to the working interest of McMurry would be equal to a proportionate share of 80% and that the net revenue interest attributable to the working interests of Nerd, Fort Collins and Warner would each be equal to a proportionate share of 83.5%.

6. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at page 160 of the records of Sublette County, Nerd Enterprises, Inc. conveyed an undivided 50% of its right title and interest in Lease WYW-130730, insofar as it covers the Subject Lands and other lands, to Fort Collins Consolidated Royalties, Inc.

7. By Assignment of Overriding Royalty Interest dated effective February 10, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at page 120 of the records of Sublette County, Nerd Enterprises, Inc., conveyed a 0.433125% overriding royalty interest in Lease WYW-130730 as to all of the lands covered thereby to Mick McMurry of 991 Stafford, Casper, Wyoming 82609. The Assignment was intended to reduce the net revenue interest attributable to Nerd's remaining 12.375% working interest in Lease WYW-130730, insofar as it covers the Subject Lands and other lands, from a proportionate share of 83.5% (*i.e.* .835 x 12.375%) or 10.333125% to a proportionate share of 80% (*i.e.* 80% x 12.375%) or 9.9%. The Assignment inadvertently referred to the overriding royalty interest conveyed as both a .433125% overriding royalty, the interest intended to be conveyed, and a .0433125% of 8/8ths overriding royalty.

8. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at page 309 of the records of Sublette County, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward M. Warner each conveyed an undivided 33.333% of their respective interests in Lease WYW-130730, insofar as it covers the Subject Lands and other lands, to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided with respect to each lease affected by the assignment that: (a) the net revenue interest attributable to the working interest received by CoEnergy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by any Assignor was subject to lease burdens totalling less than proportionate share of 20%, such Assignor would and did reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the working interest conveyed by any Assignor was subject to lease burdens in excess of proportionate share of 20%, such Assignor would and did convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%.

9. As a result of the CoEnergy Assignment: (a) neither McMurry nor Nerd conveyed to or reserved from CoEnergy any overriding royalty interest in Lease WYW-130730, insofar as it covered the Subject Lands; (b) Fort Collins reserved from the 12.041% leasehold interest conveyed by it to CoEnergy a 0.421435% of 8/8ths (*i.e.*, 3.5% x 12.041%) overriding royalty interest in Lease WYW-130730, insofar as it covers the Subject Lands; and (c) Warner reserved from the 0.667% leasehold interest conveyed by him to CoEnergy a 0.023345% of 8/8ths overriding royalty interest (*i.e.*, 3.5% x 0.667%), in Lease WYW-130730, insofar as it covers the Subject Lands.

10. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at page 476 of the records of Sublette County, Wyoming, CoEnergy conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest to Jane R. Crouch in Lease WYW-130730, insofar as it covers the Subject Lands as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

11. By Decision of the Bureau of Land Management dated May 16, 1997 all of the Subject Lands and other lands were segregated out of U.S.A. Oil and Gas Lease WYW-130730 to become U.S.A. Oil and Gas Lease WYW-141883 effective as of October 21, 1996.

12. By Assignment of Operating Rights dated to be effective as of 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 (the "YP 1-13 Well") MCNIC, McMurry, Fort Collins, Nerd and Warner conveyed the following operating rights and working interests in the Subject Lease, insofar only as the Subject Lease covers the NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. both before and after payout of the YP 1-13 Well as to horizons from the surface of the earth to the base of the Mesa Verde formation, to Snyder Oil Corporation ("SOCO") and to Amoco Production Company in equal undivided shares:

PERCENTAGE INTERESTS

	Before Payout			After Payout		
Assignor	Owned	Conveyed	Retained	Owned	Conveyed	Retained
MCNIC	33.333	26.667	6.666	33.333	16.000	17.333
McMurry	33.000	26.400	6.600	33.000	15.840	17.160
Fort Collins	24.084	19.267	4.817	24.084	11.560	12.524
Nerd	8.250	6.600	1.650	8.250	3.960	4.290
Warner	1.333	1.066	0.267	1.333	0.640	0.693
Total	100.000	80.000	20.000	100.000	48.000	52.000

Each Assignor reserved an overriding royalty equal to a proportionate share of 7.5% of 8/8ths, inclusive of all pre-existing overriding royalty interest, such that the net revenue interest conveyed to each of the assignees was equal to a proportionate share of 80% of 8/8ths. The assignment was made subject to an Operating Agreement dated April 4, 1997 among McMurry as Operator and Amoco Production Company et al. as Nonoperators covering all of Section 13, Township 28 North, Range 109 West and to the terms of that certain Farmout Agreement dated June 17, 1994 (hereinafter referred to as the "SOCO Farmout") among McMurry Oil Company et al. as "Farmor" and Snyder Oil Corporation as "Farmee". The base of the Mesa Verde formation was defined as the stratigraphic equivalent of a depth of 12,250 feet as found in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M.

13. By Assignment of Operating Rights dated to be effective as of first production of hydrocarbons from the YP 1-13 Well described above, MCNIC, McMurry, Fort Collins, Nerd and Warner assigned the following operating rights and working interests in the Subject Lease, insofar only as it covers the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West as to horizons from the surface to the base of the Mesa Verde formation, to SOCO and Amoco Production Company in equal undivided shares:

Assignor	Percent of Interest Owned	Conveyed	Retained
MCNIC	33.333	16.000	17.333
McMurry	33.000	15.840	17.160
Fort Collins	24.084	11.560	12.524
Nerd	8.250	3.960	4.290
Warner	1.333	0.640	0.693
Total	100.000	48.000	52.000

Each assignor reserved an overriding royalty equal to a proportionate share of 7.5% of 8/8ths, inclusive of all pre-existing overriding royalties, such that the net revenue interest conveyed to each of the Assignors was equal to a proportionate share of 80% of 8/8ths. The Assignment was made subject to the SOCO Farmout Agreement and to the April 4, 1997 Operating Agreement described in paragraph 12 above.

14. As a result of the assignments described in paragraphs 12 and 13, additional overriding royalty interests were reserved by Fort Collins and Warner. No overriding royalties were reserved by MCNIC, McMurry or Nerd. The overriding royalty interests reserved by Fort Collins and Warner out of the operating rights and working interests conveyed to SOCO and Amoco Production Company as to horizons above the base of the Mesa Verde formation were as follows:

(a) As to the NE/4 of Section 13, Township 28 North, Range 109 West 6th P.M.

Before Payout of the Yellow Point 1-13 Well

Fort Collins 0.674345% of 8/8ths (*i.e.*, 3.5% x 19.267%)

Warner 0.037310% of 8/8ths (*i.e.*, 3.5% x 1.066%)

After Payout of the Yellow Point 1-13 Well

Fort Collins 0.4046% of 8/8ths (*i.e.*, 3.5% x 11.560%)

Warner 0.0224% of 8/8ths (*i.e.*, 3.5% x 0.640%)

(b) As to the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M.

Before and after Payout of the Yellow Point 1-13 Well

Fort Collins 0.4046% of 8/8ths (*i.e.*, 3.5% x 11.560%)

Warner 0.0224% of 8/8ths (*i.e.*, 3.5% x 0.640%)

15. By Assignment of Overriding Royalty dated to be effective as of first production of hydrocarbons from the Yellow Point 1-13 Well, Fort Collins conveyed the following overriding royalty interests in the Subject Lease and Lands, stipulating that said overriding royalties were to be borne solely out of those interests in the Subject Lease and Lands owned by Fort Collins and remaining after the assignments described in Recitals 12 and 13 above were given effect:

WRW Energy Co.	1.80625% of 8/8ths
Dianne E. Greene	0.36125% of 8/8ths.

The assignment was not made subject to proportionate reduction and was recorded December 12, 1997 in Book 106 of Oil and Gas at page 206 of the records of Sublette County.

16. By Assignment of Overriding Royalty dated to be effective as of first production of hydrocarbons from the Yellow Point 1-13 Well, McMurry, Nerd and Fort Collins conveyed the following overriding royalty interests in the Subject Lease and Lands as to horizons from the surface to the base of the Mesa Verde formation to Martin and Warner:

(a) As to the NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M.

Before Payout of the Yellow Point 1-13 Well

Martin	0.40% of 8/8ths
Warner	0.40% of 8/8ths

After Payout of the Yellow Point 1-13 Well

Martin	0.24% of 8/8ths
Warner	0.24% of 8/8ths

(b) As to the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West

Before and a Payout of the Yellow Point 1-13 Well

Martin	0.24% of 8/8ths
Warner	0.24% of 8/8ths

The assignment provided that the overriding royalties were to be borne by the working interests of the assignors in the following proportions:

McMurry	50.5092%
Fort Collins	36.8635%
Nerd	12.6273%

17. By Assignment and Bill of Sale dated May 22, 1998 to be effective January 1, 1998 and recorded in the records of Sublette County, Wyoming on October 6, 1998 in Book 109 of Oil and Gas at page 317, Snyder Oil Corporation conveyed all of its remaining interest in the Subject Lease and Lands as to horizons above the base of the Mesa Verde formation to Amoco Production Company. Neither SOCO nor Amoco have acquired any interest in the Subject Lease and Lands below the base of the Mesa Verde formation.

18. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being herein referred to as "MCNIC".

19. The parties acknowledge that the individual referred to in the Recitals as Mick McMurry and Neil A. McMurry are all one and the same person.

20. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the working interest of each of the Working Interest Owners bears the interests of the Overriding Royalty Interest Owners therein.

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, it is hereby stipulated and agreed as follows:

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Lease and Lands are owned by the Working Interest Owners in the

undivided percentages described on Exhibit "B" and "C" attached hereto, said exhibits being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands owned by the Overriding Royalty Interest Owners and which were created by the assignments described in paragraphs 3 and 4 of the foregoing Recitals are valid and subsisting overriding royalty interests and shall be borne proportionally by the working interests of each of the Working Interest Owners. With respect to the 2.0% of 8/8ths overriding royalty interest of John W. Martin created by the assignment described in paragraph 2 of the Recitals, said overriding royalty is valid and subsisting and 0.2675% of 8/8ths shall be borne proportionately out of the working interests of all of the Working Interest Owners in the Subject Lease and Lands and the remaining 1.7325% of 8/8ths shall be borne out of the working interests of the Working Interest Owners as follows:

(a) As to the NE/4 of Section 13, Township 28 North, Range 109 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the YP 1-13 Well

Amoco	80%
McMurry	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the YP 1-13 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the YP 1-13 Well

McMurry	2/3rds
MCNIC	1/3rd

(b) As to the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the YP 1-13 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the YP 1-3 Well

McMurry	2/3rds
MCNIC	1/3rd

3. Neil A. McMurry referred to in Recitals 3 and 4 above is one and the same person as Mick McMurry referred to in Recital 7.

4. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 7 was a 0.433125% of 8/8ths overriding royalty as to the Subject Leases and Lands and not a 0.0433125% of 8/8ths interest. Said overriding royalty shall be borne as follows:

(a) As to the NE/4 of Section 13, Township 28 North, Range 109 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the YP 1-13 Well

Amoco	80%
Nerd	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the YP 1-13 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the YP 1-13 Well

Nerd	2/3rds
MCNIC	1/3rd

(b) As to the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the YP 1-13 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the YP 1-13 Well

Nerd	2/3rds
MCNIC	1/3rd

5. The overriding royalty interests of Fort Collins and Warner described in paragraph No. 9 of the foregoing Recitals shall be borne out of the working interests in the Subject Lease and Lands now owned by MCNIC and Amoco as follows:

(a) As to the NE/4 of Section 13 Township 28 North, Range 109 West, 6th P.M.

(i) Horizons above the Base of the Mesa Verde formation

Before Payout of the YP 1-13 Well

MCNIC	20%
Amoco	80%

After payout of the YP 1-13 Well

MCNIC	52%
Amoco	48%

(ii) Horizons below the Base of the Mesa Verde formation

Before and after Payout of the YP 1-13 Well

MCNIC	100%

(b) As to the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M.

(i) Horizons above the Base of the Mesa Verde formation

Before and after Payout of the YP 1-13 Well

MCNIC	52%
Amoco	48%

(ii) Horizons below the Base of the Mesa Verde formation

Before and after Payout of the YP 1-13 Well

MCNIC	100%

6. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 10 shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC and its successors and assigns, including without limitation, those set forth in paragraph 15 below. The overriding royalty interests of Marshall and Jane Crouch shall not burden the working interest of Amoco in the Subject Lease and Lands. The Crouch overrides are proportionately reduced to the working interest acquired by MCNIC pursuant to the CoEnergy Assignment. If the working interest to which MCNIC or its successors is entitled under the CoEnergy Assignment increases as the result of an after Payout "back-in" pursuant to the SOCO Farmout Agreement, the Crouch overrides shall likewise increase proportionately to MCNIC's after payout working interest. This increase is reflected on Exhibit "B" attached hereto.

7. The overriding royalty interests reserved by Fort Collins and Warner in the Subject Lease and Lands and described in Recital 14, shall be borne solely out of the working interest of Amoco.

8. The overriding royalty interests in the Subject Lease and Lands of WRW Energy Co., and Dianne E. Greene, created by the assignment described in paragraph 15 of the Recitals shall be borne solely out of the working interest of Fort Collins.

9. The overriding royalty interests of both Martin and Warner created by the assignment described in paragraph 16 of the Recitals shall be borne out of the working interests of McMurry, Fort Collins and Nerd, in the following proportions:

McMurry	50.5092%
Fort Collins	36.8635%
Nerd	12.6273%.

10. As a result of the conveyances described in the Recitals, the overriding royalty interests of the Overriding Royalty Interest Owners and the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Leases and Lands are as set forth on Exhibits "B" and "C" attached hereto.

11. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein including the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

12. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

13. The term "Payout" as used 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. The base of the Mesa Verde formation shall be as defined in the assignment which is described in paragraph No. 12 of the Recitals. The parties acknowledge that the Yellow Point 1-13 Well has achieved payout.

14. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

15. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Leases and Lands hereby ratify, adopt and agree to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

P E Doohan

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

By: D L Schiffer
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

_____
Name:
Title:
Date:

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
Date:

ATTEST:

_____
Name:
Title:
Date:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
WILLIAM R. WEEKS, Executive Vice-President

11. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein including the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

12. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

13. The term "Payout" as used 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. The base of the Mesa Verde formation shall be as defined in the assignment which is described in paragraph No. 12 of the Recitals. The parties acknowledge that the Yellow Point 1-13 Well has achieved payout.

14. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

15. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Leases and Lands hereby ratify, adopt and agree to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
JOHN W. MARTIN, President
Date: 11/3/99

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
WILLIAM R. WEEKS, Executive Vice-President

11. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein including the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

12. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

13. The term "Payout" as used 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. The base of the Mesa Verde formation shall be as defined in the assignment which is described in paragraph No. 12 of the Recitals. The parties acknowledge that the Yellow Point 1-13 Well has achieved payout.

14. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

15. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Leases and Lands hereby ratify, adopt and agree to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
JOHN W. MARTIN, President
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

Dianne E. Greene
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

WILLIAM R. WEEKS, Executive Vice-President
10/20/99

[redacted] [redacted] [redacted]

ATTEST:

Neil A McMurry
Name: Neil A. McMurry
Title: Sec/Treas
Date: 11-11-19

NERD ENTERPRISES, INC.,
a Wyoming corporation

Mick McMurry
MICK McMURRY, President
11-11-19

EDWARD M. WARNER, an Individual
By:
Date:

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

Name:
Title:
Date:

By:
Name:
Title:
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:

Neil A. McMurry
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:
JOHN W. MARTIN , Attorney-in-Fact
Date:

CASEY OSBORN
Date:

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

Name:_____
Title:_____
Date:_____

MICK McMURRY, President

EDWARD M. WARNER, an Individual
By: EDWARD M WARNER
Date: 11/30/95

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

CASEY OSBORN
Date:_____

[redacted] [redacted] [redacted]

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President

_____
EDWARD M. WARNER, an Individual
By:_____
Date:_____

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

_____
Name:_____
Title:_____
Date:_____

By: S. D. Blossom
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11/16/99

HWB RGL

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____

Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President

_____
EDWARD M. WARNER, an Individual
By:_____
Date:_____

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

_____

Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date: 11/3/99

_____
CASEY OSBORN
Date:_____

[redacted] [redacted] [redacted]

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President

_____
EDWARD M. WARNER, an Individual
By:_____
Date:_____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

Casey Osborn
CASEY OSBORN
Date: 11-29-99

WRW ENERGY CO.
a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: 10/20/99

_____
DIANNE E. GREENE
Date: 10/20/99

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

ATTEST:

_____
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By: _____
Name: William R. Weeks
Title: Executive Vice President
Date: 10/20/99 ~~10/20/99~~

_____
EDWARD M. WARNER
Date: _____

RATIFYING PARTIES

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS COMPANY
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date: 1-24-00

_____
JANE R. CROUCH
Date: 1-24-00

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date: 11/30/99

RATIFYING PARTIES

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

ATTEST:

_____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

MCNIC OIL & GAS COMPANY
a Michigan corporation

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

605 1

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: December 7, 1999

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, MI 48226

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

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 as both a working interest and overriding royalty interest owner, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, this ___ day of _____, 1999.

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 by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Street #3020
Denver, Co 80202

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 as both a working interest and overriding royalty interest owner, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 as both a working interest and overriding royalty interest owner, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-2002 DIANNE E. GREENE - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Diane E. Greene
Notary Public
Address: 5905 Green Meadows Drive
Cheyenne, WY 82001

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

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 as both a working interest and overriding royalty interest owner, this _____ day of _____, 1999.

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 by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this 30th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Jan 22, 2001

Donna M. Van Pelt
Notary Public
Address: 1775 Sherman # 1400
Denver CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____, of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by S. D. Blossom as Atty-in-Fact, of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this 16th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
9-23-00

Frankie Barnes
Notary Public
Address: _____
_____

FRANKIE BARNES
MY COMMISSION EXPIRES
September 23, 2000

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____, of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me by John W. Martin, this 3rd day of November 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
My Commission Expires 11/30/2002

_____
Notary Public
Address: 370 17th Street #3020
Denver, Colo 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____, of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

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 by Neil A. McMurry, also known as Mick McMurry, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: P.O. Box 949
Casper, WY 82602

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph N. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Zahm, and Judy Lund, formerly known as on Judy Bannon, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th St #3020
Denver, Colo 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy, Co., a Colorado general partnership, on behalf of the partnership, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Casey Osborn, this 29th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

Sallie Waters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

My Commission Expires:
4-9-2002

Sallie Waters
Notary Public
Address: Box 415
Big Piney WY

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy, Co., a Colorado general partnership, on behalf of the partnership, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy, Co., a Colorado general partnership, on behalf of the partnership, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-2002

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5905 Green Meadows Drive
Cheyenne, WY 82001

STATE OF Colorado)
) ss.
City and COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Warren E. Mays
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: APRIL 18, 2001

Warren E. Mays
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this 24TH day of JANUARY, ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: APRIL 18, 2001

Warren E. Mays
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 11th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/10/01

Andrea L. Campau
Notary Public Andrea L. Campau
Address: 500 Griswold
Detroit, MI 48226

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. Barnes, as Attorney-in-Fact of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this 7th day of December, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
July 17, 2001

Susan A. Tyler
Notary Public
Address: P. O. Box 3102
Tulsa, OK 74101

141883.ST

STATE OF WYOMING, COUNTY OF SUBLETTE

To that certain Stipulation of Interests Concerning a portion of U.S.A. Oil and Gas Lease WYW-141883

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141883 originally WYW-130730	USA	McMurry Oil Company	12/1/93 segregated out of WYW-130730 effective 10/21/96	Township 28 North, Range 109 West, 6th P.M. Section 13: All	94 O&G	461

EXHIBIT "B" Page 1 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

Working Interest Owner	As to Horizons in and under the NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. above the Base of the Mesa Verde Formation			
	Before Payout		After payout	
	WI (%)	NRI (%)	WI (%)	NRI (%)
Amoco	80.000	64.000000	48.000	38.400000
MCNIC	6.666	5.266140	17.333	13.693070
McMurry	6.600	4.875926	17.160	13.485556
Fort Collins	4.817	1.559787	12.524	8.113095
Nerd	1.650	1.218982	4.290	3.371389
Warner	0.267	0.222945	0.693	0.578655
Total working interest	100.000	77.143780	100.000	77.641765

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EXHIBIT "B" Page 2 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

Overriding Royalty Interest Owner

As to Horizons in and under the NE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. above the Base of the Mesa Verde Formation

	Before Payout (%)		After Payout (%)	
	Subtotal	Total	Subtotal	Total
John W. Martin	0.267500 1.732500 0.400000	2.400000	0.267500 1.732500 0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.755000 0.433125	1.188125	0.755000 0.433125	1.188125
Doris McMurry		0.255000		0.255000
Victor L. McMurry		0.255000		0.255000
Susan Anne Samuelson		0.255000		0.255000
Carol J. McMurry		0.255000		0.255000
Gayle L. Kinnison		0.255000		0.255000
Gary R. Wenzel		0.255000		0.255000
Kelly Sue Mortimer		0.255000		0.255000
McMurry Limited Partnership		0.375000		0.375000
Joseph J. Scott		0.375000		0.375000
James W. Curry		0.062500		0.062500
Casey Osborn		0.062500		0.062500
Annita Ealum		0.062500		0.062500
Judy Lund f/k/a Judy Bannon				
Edward M. Warner	0.023345 0.037310 0.400000	0.460655	0.023345 0.022400 0.240000	0.285745
Fort Collins	0.421435 0.674345	1.095780	0.421435 0.404600	0.826035
Marshall C. Crouch III		0.033330		0.086665
Jane R. Crouch		0.033330		0.086665
WRW Energy Co.		1.806250		1.806250
Dianne E. Greene		0.361250		0.361250
Total Overriding Royalty		10.356220		9.858235
Total ORI plus working interest NRI		87.500000		87.500000

EXHIBIT "B" Page 3 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

Horizons in and under the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout

Working Interest Owners	WI (%)	NRI (%)
Amoco	48.000	38.400000
MCNIC	17.333	13.693070
McMurry	17.160	13.485556
Fort Collins	12.524	8.113095
Nerd	4.290	3.371389
Warner	0.693	0.578655
Total working interest	100.000	77.641765

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EXHIBIT "B" Page 4 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

Horizons in and under the W/2 and SE/4 of Section 13, Township 28 North, Range 109 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout

Overriding Royalty Interest Owners	Subtotal (%)	Total (%)
John W. Martin	0.267500	
	1.732500	
	0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.755000	
	0.433125	1.188125
Doris McMurry		0.255000
Victor L. McMurry		0.255000
Susan Anne Samuelson		0.255000
Carol J. McMurry		0.255000
Gayle L. Kinnison		0.255000
Gary R. Wenzel		0.255000
Kelly Sue Mortimer		0.255000
McMurry Limited Partnership		0.255000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Casey Osborn		0.062500
Annita Ealum		0.062500
Judy Lund, f/k/a Judy Bannon		0.062500
Edward M. Warner	0.023345	
	0.022400	
	0.240000	0.285745
Fort Collins	0.421435	
	0.404600	0.826035
Marshall C. Crouch III		0.086665
Jane R. Crouch		0.086665
WRW Energy Co.		1.806250
Dianne E. Greene		0.361250
Total Overriding Royalty		9.858235
Total ORI and Working Interest NRI		87.500000

EXHIBIT "C" Page 1 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

Working Interest Owner	As to Depths below the Base of the Mesa Verde formation in and under All of Section 13, Township 28 North, Range 109 West, 6th P.M. both Before and after Payout	
	WI (%)	NRI (%)
MCNIC	33.333	26.333070
McMurry	33.000	26.400000
Fort Collins	24.084	17.942640
Nerd	8.250	6.600000
Warner	1.333	1.113055
Total	100.000	78.388765

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EXHIBIT "C" Page 2 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning a portion of USA Oil and Gas Lease WYW-141883

As to Depths below the Base of the Mesa Verde Formation in and under
All of Section 13, Township 28 North, Range 109 West, 6th P.M. Both
Before and after Payout

Overriding Royalty Interest Owners	Overriding Royalty Interests (%) Subtotal	Total
John W. Martin	0.267500 1.732500	2.000000
Neil A. McMurry a/k/a Mick McMurry a/k/a N.A. McMurry	0.755000 0.433125	1.188125
Doris McMurry		0.255000
Victor L. McMurry		0.255000
Susan Anne Samuelson		0.255000
Carol J. McMurry		0.255000
Gayle L. Kinnison		0.255000
Gary R. Wenzel		0.255000
Kelly Sue Mortimer		0.255000
McMurry Limited Partnership		0.255000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Casey Osborn		0.062500
Annita Ealum		0.062500
Judy Lund, f/k/a Judy Bannon		0.062500
Edward M. Warner		0.023345
Fort Collins		0.421435
Marshall C. Crouch III		0.166665
Jane R. Crouch		0.166665
WRW Energy Co.		1.806250
Dianne E. Greene		0.361250
Total Overriding Royalty Interest		9.111235
Total Overriding Royalty Interest plus working interest NRI		87.500000

STIPULATION OF INTERESTS
(Portion of U.S.A. Oil and Gas Lease WYW-127749)

This instrument affects only the oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands described on Exhibit "A", which lands are located in Sublette County, Wyoming, said lease and lands being hereinafter referred to as the "Subject Lease and Lands". This instrument is made and entered as of November 30, 1998 among the following parties, hereinafter collectively referred to as "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
With an address of
150 West Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

McMurry Oil Company
a Wyoming Corporation
With an address of
370 17th Street, Suite 3020
Denver, CO 80202 ("McMurry")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

Nerd Enterprises, Inc.
a Wyoming corporation
With an address of
P.O. Box 949
Casper, WY 82602 ("Nerd")

Edward M. Warner
an individual
With an address of
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

Amoco Production Company
a Delaware corporation
With an address of
P.O. Box 3092
Houston, TX 77253-3092 ("Amoco")

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

Neil A. McMurry also known as Mick McMurry
991 Stafford
Casper, WY 82609

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

277691

RECORDED Mar 10, 2000 @ 2:10 PM
IN BOOK 113 Misc PAGE 673
FEES $100.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hooker

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

Victor L. McMurry
3405 East Piro
Cheyenne, WY 82609 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
3877 Creston Drive
Loveland, CO 80537-3507 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
468 N. Six Mile Road
Casper, WY 82604 ("Mortimer")

McMurry Limited Partnership
204 W. 15th Street
Casper, WY 82601 ("McMurry LP")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

Annita Ealum
1917 Eastbrook Ave.
Casper, WY 82601 ("Ealum")

Judy Lund, formerly known as
Judy Bannon
3935 Dorset Court
Casper, WY 82609-2419 ("Lund")

Edward M. Warner
1401 17th St., Suite 1430
Denver, CO 80202

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

WRW Energy Co.
a partnership with an address of
P.O. Box 1881
Cheyenne, WY 82023 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226 ("MCNIC")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

RECITALS

1. USA Oil and Gas Lease WYW-127749 issued effective November 1, 1992 to McMurry Oil Company covering the Subject Lease and Lands and other lands located in Sublette County, Wyoming, said lease being recorded in the records of Sublette County, Wyoming, March 30, 1993 in Book 92 of Oil and Gas at page 198.

2. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of April 30, 1992 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 503, McMurry Oil Company conveyed a 2% of 8/8ths overriding royalty interest Lease WYW-127749 as to all of the lands covered thereby to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of July 1, 1992 and recorded October 1, 1993 in Book 93 of Oil and Gas at page 512 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-127749 as to all of the lands covered thereby:

Doris McMurry	-	0.295% of 8/8ths
Neil A. McMurry	-	0.25% of 8/8ths
Victor L. McMurry	-	0.25% of 8/8ths
Susan Anne Samuelson	-	0.25% of 8/8ths
Carol J. McMurry	-	0.25% of 8/8ths
Gayle L. Kinnison	-	0.25% of 8/8ths
Gary R. Wenzel	-	0.25% of 8/8ths
Kelly Sue Mortimer	-	0.25% of 8/8ths
McMurry Limited Partnership	-	0.25% of 8/8ths

4. By Assignment of Overriding Royalty dated September 23, 1993 to be effective July 1, 1992 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 526, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-127749 as to all of the lands covered thereby:

Neil A. McMurry	-	0.50%
Joseph J. Scott	-	0.3750%
James W. Curry	-	0.3750%
Annita Ealum	-	0.0625%
Judy Bannon	-	0.0625%
Casey Osborn	-	0.0625%,

making the total overriding royalty interest created by McMurry Oil Company in the Subject Lease and Lands equal to 5.7325% of 8/8ths.

[redacted] [redacted] [redacted]

5. By Conveyance, Assignment, Bill of Sale and Stipulation of Interests dated effective December 31, 1994 and recorded in the records of Sublette County on March 8, 1995 in Book 101 of Oil and Gas at page 97, McMurry Oil Company conveyed an undivided 50.5% of its working interest in Lease WYW-127749 insofar as it covers all of Section 26, Township 29 North, Range 108 West, 6th P.M., as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

In the document the parties stipulated that the working interests conveyed in Lease WYW-127749 to Nerd, Fort Collins and Warner would each be subject to a proportionate share of overriding royalty interests totaling 4% of 8/8ths and that the retained 49.50% working interest of McMurry in Lease WYW-127749, insofar as it covers the Subject Lands, would bear a proportionate share of overriding royalties totaling 4.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of 3.5% of 8/8ths (*i.e.*, a 1.7325% of 8/8ths overriding royalty interest) such that the net revenue interest attributable to the working interest of McMurry would be equal to a proportionate share of 80% and that the net revenue interests attributable to the working interests of Nerd, Fort Collins and Warner would each be equal to a proportionate share of 83.5%.

6. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at page 160 of the records of Sublette County, Nerd Enterprises, Inc. conveyed an undivided 50% of its right title and interest in Lease WYW-127749 to Fort Collins Consolidated Royalties, Inc.

7. By Assignment of Overriding Royalty Interest dated effective February 10, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at page 120 of the records of Sublette County, Nerd Enterprises, Inc., conveyed a 0.433125% overriding royalty interest in Lease WYW-127749 as to all of the Subject Lands and other lands covered thereby to Mick McMurry of 991 Stafford, Casper, Wyoming 82609. The Assignment was intended to reduce the net revenue interest attributable to Nerd's remaining 12.375% working interest in the Subject Lease and Lands from a proportionate share of 83.5% (*i.e.*, 12.375% of 83.5% or 10.333125%) to a proportionate share of 80.0% (*i.e.*, 12.375% of 80.0% or 9.9%). The Assignment inadvertently referred to the overriding royalty interest conveyed as both a .433125% overriding royalty, the interest intended to be conveyed, and a .0433125% of 8/8ths overriding royalty. The Assignment was not made subject to proportionate reduction.

8. By Assignment of Operating Rights and Working Interest and Bill of Sale (said assignment being hereinafter referred to as the "SOCO Assignment") dated effective January 28, 1995 and recorded in the records of Sublette County, Wyoming on April 22, 1996 in Book 103 of Oil and Gas at page 218, McMurry, Nerd, Fort Collins and Warner each conveyed an undivided 80% of their respective leasehold operating rights and working interest in the Subject Lease insofar as it covers the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. and an undivided 48% of their respective leasehold operating rights and working interest in the Subject Lease insofar as it covers the S/2 and NE/4 of said Section 26 to Snyder Oil Corporation of 1625 Broadway, Suite 2200, Denver, Colorado 80202. The SOCO Assignment was: (1) limited to those horizons from the surface to the base of the Mesa Verde formation (defined as the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West); (2) reserved an overriding royalty interest in favor of each assignor equal to a proportionate share of the difference between existing lease burdens affecting the interest conveyed and 20% of 8/8ths; and (3) was made subject to a Farmout Agreement (hereinafter referred to as the "SOCO Farmout") among McMurry et al. and Snyder Oil Corporation ("SOCO") as Farmee dated June 17, 1994 which provided that SOCO would reassign an undivided forty (40%) percent of the 80% operating rights interest received by SOCO as to the NW/4 of Section 26 upon "payout" of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. as determined under said Farmout Agreement. Each of the Working Interest Owners acknowledges that prior to the effective date hereof said well achieved "payout" under the Farmout Agreement. As a result of the SOCO Assignment the following overriding royalties in the Subject Lease and Lands were intended to be reserved out of the working interests conveyed to SOCO as to horizons above the base of the Mesa Verde formation.

(a) Overriding royalty interest reserved by McMurry and Nerd — None

(b) Overriding royalty reserved by Fort Collins

(i) As to the NW/4 of Section 26, T29N, R108W

Before payout of SHB 5-26 Well — 1.0115% of 8/8ths (*i.e.*, 3.5% of .8 x 36.125%)

After payout of SHB 5-26 Well — 0.6069% of 8/8ths (*i.e.*, 3.5% of .48 x 36.125%)

(ii) As to the NE/4 and the S/2 of Section 26, T29N, R108W

Before and after payout of the SHB 5-26 Well 0.6069% of 8/8ths (*i.e.*, 3.5% of .48 x 36.125%)

(c) Overriding royalty reserved by Warner

(i) As to the NW/4 of Section 26, T29N, R108W

Before payout of SHB 5-26 Well — 0.056% of 8/8ths (*i.e.*, 3.5% x .8 x 2%)

After payout of SHB 5-26 Well — 0.0336% of 8/8ths (*i.e.*, 3.5% x .48 x 2%)

(ii) As to the NE/4 and the S/2 of Section 26, T29N, R108W

Before and after payout of the SHB 5-26 Well — 0.0336% of 8/8ths (*i.e.*, 3.5% x .48 x 2%)

9. By Assignment of Overriding Royalty Interest dated effective as of January 28, 1995 and recorded April 22, 1996 in the records of Sublette County, Wyoming in Book 103 of Oil and Gas at page 242, McMurry, Nerd, and Fort Collins, conveyed the following overriding royalty interests in the Subject Lease, insofar as it covers horizons from the surface to the base of the Mesa Verde formation (defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M.), to John W. Martin and to Edward M. Warner as tenants in common in equal shares:

(a) As to Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4

Before Payout	-	0.8% of 8/8ths
After Payout	-	0.48% of 8/8ths

(b) As to Township 29 North, Range 108 West, 6th P.M.
Section 26: NE/4, S/2

0.48% of 8/8ths

The Assignment indicated that "Payout" was determined as provided under the terms of the SOCO Farmout and provided that the overriding royalty interests conveyed would be bone by the Assignors as follows:

McMurry Oil Company	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.86224%
Nerd Enterprises, Inc.	12.62755%

[redacted] [redacted] [redacted]

The effect of this assignment was to reduce the net revenue interests (NRI) attributable to the working interests owned by the assignors in the Subject Lease and Lands as to formations above the base of the Mesa Verde formation as follows:

(a) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 26: NW/4

McMurry — Prepayout NRI was a proportionate share of 80% (*i.e.*, 80% of 9.9%) before the assignment and a proportionate share of 75.918364% after the assignment; after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 25.740%) to a proportionate share of 79.058085%.

Fort Collins — Prepayout NRI was a proportionate share of 83.5% (*i.e.*, 83.5% of 7.225%) before the assignment and a proportionate share of 79.418367% after the assignment; after payout NRI was reduced from a proportionate share of 83.5% (*i.e.*, 83.5% of 18.785%) to a proportionate share of 82.558084%.

Nerd — Prepayout NRI was a proportionate share of 80% (*i.e.*, 80% of 2.475%) before the assignment and a proportionate share 75.918384% after the assignment; after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 6.435%) to a proportionate share of 79.058089%.

(b) <u>As to the NE/4 and the S/2 of Section 26, Township 29 North, Range 108 West, 6th P.M.</u>

McMurry — Before payout and after payout NRI was reduced from a proportionate share of 80% (*i.e.*, 80% of 25.74%) to a proportionate share of 79.058085%

Fort Collins — Before payout and after payout NRI was reduced from a proportionate share of 83.5% (*i.e.*, 83.5% of 18.785%) to a proportionate share of 82.558084%

Nerd — Before and after payout NRI was reduced from a proportionate share of 80.0% (*i.e.*, 80% of 6.435%) to a proportionate share of 79.058089%.

10. By Assignment of Overriding Royalty dated to be effective March 31, 1995 and recorded April 22, 1996 in Book 103 of Oil and Gas at page 264 of the records of Sublette County, Wyoming, Fort Collins Consolidated Royalties, Inc. conveyed the following overriding royalty interests in the Subject Lease and Lands to WRW Energy Co., a Colorado general partnership, (5/6ths), and to Dianne E. Greene (1/6th):

(a) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 26: NW/4

<u>As to formations from the surface of the earth to the base of the Mesa Verde formation</u>

Before Payout - 6% of 36.125% of 20% being .4335% of 8/8ths overriding royalty

After Payout - 6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

As to formations below the base of the Mesa Verde formation both before and after Payout:

6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

(b) As to all depths in and under Township 29 North, Range 108 West, 6th P.M. Section 26: NE/4, S/2

All depths before and after Payout

6% of 36.125% of 52% being 1.1271% of 8/8ths overriding royalty

The Assignment did not define the term "payout". It did define, however, the base of the Mesa Verde formation as being 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. The effect of this assignment was to reduce the net revenue interest attributable to the working interest of Fort Collins in the Subject Lease and Lands as follows:

(a) As to the NW/4 of Section 26, Township 29 North, Range 108 West

As to formations above the Base of the Mesa Verde

Before payout net revenue interest reduced from a proportionate share of 79.418367% to a proportionate share of 73.418367%.

After payout net revenue interest reduced from a proportionate share of 82.558084% to a proportionate share of 76.558084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 83.5% to a proportionate share of 80.38%

(b) As to the NE/4 and S/2 of Section 26, Township 29 North, Range 108 West

As to formations above the base of the Mesa Verde formation

Before and after payout net revenue interests reduced from a proportionate share of 82.558084% to a proportionate share of 76.558084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 83.5% to a proportionate share of 80.38%

11. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at page 309 of the records of Sublette County, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward M. Warner each conveyed an undivided 33.333% of their respective interests in the Subject Lease and Lands to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided that: (a) the net revenue interest attributable to the working interest received by CoEnergy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by each Assignor was subject to lease burdens totaling less than proportionate share of 20%, such Assignor would reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the lease burdens attributable to the working interest conveyed by any Assignor was subject to lease burdens in excess of proportionate share of 20%, such Assignor would convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%.

[redacted] [redacted] [redacted]

12. Pursuant to the CoEnergy Assignment the following overriding royalties in the Subject Lease and Lands as to horizons above the base of the Mesa Verde formation were conveyed to CoEnergy out of the retained working interests of McMurry, Nerd and Fort Collins in order to preserve CoEnergy's proportionate share of an 80% net revenue interest:

(a) By McMurry:

(i) <u>As to the NW/4 of Section 26, Township 29 North, Range 108 West</u>

Before payout of the SHB 5-26 Well [(80.0% - 75.918364%) x 3.3%)] or 0.134693% of 8/8ths

After payout of the SHB 5-26 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(ii) <u>As to the S/2 and NE/4 of Section 26, Township 29 North, Range 108 West</u>

Before and after payout of the SHB 5-26 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(b) By Fort Collins:

(i) <u>As to the NW/4 of Section 26, Township 29 North, Range 108 West</u>

Before payout of the SHB 5-26 Well [(80.0% - 73.418367%) x 2.408%] or 0.158486% of 8/8ths

After payout of the SHB 5-26 Well [(80.0% - 76.558084%) x 6.262%] or 0.215533% of 8/8ths

(ii) <u>As to the S/2 and NE/4 of Section 26, Township 29 North, Range 108 West</u>.

Before and after payout of the SHB 5-26 Well [(80.0% - 76.558084%) x 6.262%] or 0.215533% of 8/8ths

(c) By Nerd:

(i) <u>As to the NW/4 of Section 26, Township 29 North, Range 108 West</u>

Before payout of the SHB 5-26 Well [(80.0% - 75.918384%) x 0.825%] or 0.033673% of 8/8ths

After payout of the SHB 5-26 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

(ii) <u>As to the S/2 and NE/4 of Section 26, Township 29 North, Range 108 West</u>

Before and after payout of the SHB 5-26 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

13. Pursuant to the CoEnergy Assignment the following overriding royalty interest was reserved by Fort Collins as to horizons below the base of the Mesa Verde formation in the Subject Lease and Lands:

<u>As to all of Section 26, Township 29 North, Range 108 West, 6th P.M.</u>

[(80.38% - 80.0%) x 12.041%] or 0.045756%

14. Edward M. Warner reserved the following overriding royalty interests in the Subject Lease and Lands by virtue of the CoEnergy Assignment:

(a) As to Horizons above the Base of the Mesa Verde formation

(i) As to the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 5-26 Well 0.133% x (83.5% - 80.0%) = 0.004655% of 8/8ths

After Payout of the SHB 5-26 Well 0.347% x (83.5% - 80.0%) = 0.012145%

(ii) As to the S/2 and NE/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.

0.347% x (83.5% - 80.0%) = 0.012145%

(b) As to Horizons below the Base of the Mesa Verde formation in and under all of Section 26, Township 29 North, Range 108 West, 6th P.M.

0.667% x (83.5% - 80.0%) = 0.023345%

15. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at page 476 of the records of Sublette County, Wyoming, CoEnergy Rockies, Inc. ("CoEnergy") conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Jane R. Crouch. The overriding royalty interests conveyed to Marshall and Jane Crouch were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease. At the time of the assignment CoEnergy owned the following working interests in the Subject Lease and Lands:

(a) As to horizons above the base of the Mesa Verde formation

(i) As to the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 5-26 Well - 6.666%

After Payout of the SHB 5-26 Well - 17.334%

(ii) As to the S/2 and NE/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.

17.334%

(b) As to Horizons below the Base of the Mesa Verde Formation in and under all of Section 26, Township 29 North, Range 108 West, 6th P.M.

33.333%

16. By Assignment of Overriding Royalty Interest dated February 12, 1998 and recorded in the records of Sublette County, Wyoming on February 24, 1998 in Book 106 of Oil and Gas at page 734, Fort Collins conveyed the following overriding royalty interests in the Subject Lease and Lands:

As to horizons from the surface to the base of the Mesa Verde formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M.:

Assignee	Before Payout	After Payout
WRW Energy Co.	5/6ths of 1.734% of 8/8ths	5/6ths of 1.0404% of 8/8ths
Dianne E. Greene	1/6th of 1.734% of 8/8ths	1/6th of 1.0404% of 8/8ths

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

As to horizons below the base of the Mesa Verde formation in and under the NW/4 of Section 26, Township 29 North, Range 108 West, and as to all depths in and under the NE/4 and S/2 of said Section 26:

Assignee	Before and After Payout
WRW Energy Co.	5/6ths of 1.0404% of 8/8ths
Dianne E. Greene	1/6th of 1.0404% of 8/8ths

The term "Payout" was defined as payout of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. as determined under the SOCO Farmout. The base of the Mesa Verde formation was defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit No. 2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M.

17. By Assignment and Bill of Sale dated July 25, 1996 to be effective July 1, 1996 and recorded in Book 103 of Oil and Gas at page 568 of the records of Sublette County on August 2, 1996, Snyder Oil Corporation conveyed an undivided one-half (1/2) of its interest in the Subject Lease and Lands to Amoco. By Assignment and Bill of Sale dated May 22, 1998 to be effective January 1, 1998 and recorded in the records of Sublette County, Wyoming on October 6, 1998 in Book 109 of Oil and Gas at page 317, Snyder Oil Corporation conveyed all of its remaining interest in the Subject Lease and Lands as to horizons above the base of the Mesa Verde formation to Amoco. Neither SOCO nor Amoco have acquired any interest in the Subject Lease and Lands below the base of the Mesa Verde formation.

18. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

19. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the working interest of each of the Working Interest Owners bears the interests of the Overriding Royalty Interest Owners therein.

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, it is hereby stipulated and agreed as follows:

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Leases and Lands are owned by the Working Interest Owners in the undivided percentages described on Exhibit "B" and "C" attached hereto, said exhibits being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands owned by the Overriding Royalty Interest Owners and which were purportedly created by the assignments described in paragraphs 3 and 4 of the foregoing Recitals are valid and subsisting overriding royalty interests and shall be borne proportionally by the working interests of each of the Working Interest Owners. With respect to the 2.0% of 8/8ths overriding royalty interest of John W. Martin purportedly created by the assignment described in paragraph 2 of the Recitals, said overriding royalty is valid and subsisting and 0.2675% of 8/8ths shall be borne proportionately out of the working interest of all of the Working Interest Owners in the Subject Lease and Lands and the remaining 1.7325% shall be borne out of the working interests of the Working Interest Owners as follows:

(a) As to the NW/4 of Section 26, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 5-26 Well

Amoco	80%
McMurry	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 5-26 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

McMurry	2/3rds
MCNIC	1/3rd

(b) As to the NE/4 and S/2 of Section 26, Township 29 North, Range 108 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

McMurry	2/3rds
MCNIC	1/3rd

3. The overriding royalty interests of Fort Collins and Warner described in paragraph No. 8 of the foregoing Recitals shall be borne solely out of the working interest in the Subject Lease and Lands conveyed by the SOCO Assignment and now owned by Amoco.

4. Neil A. McMurry referred to in Recitals 3 and 4 above is one and the same person as Mick McMurry referred to in Recital 7.

5. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 7 was a 0.433125% of 8/8ths overriding royalty as to the Subject Leases and Lands and not a 0.0433125% of 8/8ths interest. Said overriding royalty shall be borne as follows:

(a) As to the NW/4 of Section 26, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 5-26 Well

Amoco	80%
Nerd	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 5-26 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

Nerd	2/3rds
MCNIC	1/3rd

(b) As to the NE/4 and S/2 of Section 26, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

Amoco	48%
Nerd	2/3rds of 52%
MCNIC	1/3rd of 52%

(ii) Horizons below the base of the Mesa Verde formation before and after Payout of the SHB 5-26 Well

Nerd	2/3rds
MCNIC	1/3rd

6. The overriding royalty interests of both Martin and Warner created by the assignment described in paragraph 9 of the Recitals shall be borne one-third (1/3) out of the working interest of MCNIC and two-thirds (2/3rds) out of the working interests of McMurry, Fort Collins and Nerd, in the following proportions:

McMurry	50.51021%
Fort Collins	36.86224%
Nerd	12.62755%

7. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene created by the assignment described in paragraph 10 of the Recitals shall be borne one-third (1/3) by the working interest of MCNIC and two-thirds (2/3rds) by the working interest of Fort Collins in the Subject Lease and Lands.

8. It is understood and agreed that to the extent that McMurry, Fort Collins, Nerd, and/or Warner conveyed both a working interest and an overriding royalty in the Subject Lease and Lands pursuant to the CoEnergy Assignment, the overriding royalty conveyed to CoEnergy shall NOT be deemed to have merged into the working interest of CoEnergy. Such overriding royalty shall constitute a separate and distinct burden upon the retained working interest of the applicable Assignor and such party's successors and assigns.

9. The working interests in the Subject Lease and Lands of McMurry, Fort Collins and Nerd as to horizons above the base of the Mesa Verde formation shall each separately bear the applicable overriding royalty interest described in paragraphs 12(a), (b) and (c) of the Recitals, which overriding royalties shall be owned by MCNIC.

10. The overriding royalty interests reserved by Fort Collins and Warner in the Subject Lease and Lands and described in Recitals 13 and 14, respectively, shall be borne solely out of the working interest of MCNIC.

11. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 15 shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC and its successors and assigns, including without limitation, those set

forth in paragraph 18 below. The Crouch overrides are proportionately reduced to the working interest acquired by MCNIC pursuant to the CoEnergy Assignment. If the working interest to which MCNIC or its successors is entitled under the CoEnergy Assignment increases as the result of an after payout back in pursuant to the SOCO Farmout, the Crouch overrides shall likewise increase proportionately to MCNIC's after payout working interest.

12. The overriding royalty interests in the Subject Lease and Lands of WRW Energy Co., and Dianne E. Greene, created by the assignment described in paragraph 16 of the Recitals shall be borne solely out of the working interest of Fort Collins.

13. As a result of the conveyances described in the Recitals, the overriding royalty interests of the Overriding Royalty Interest Owners and the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Leases and Lands are as set forth on Exhibits "B" and "C" attached hereto.

14. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and lands including the overriding royalties as set forth herein. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

15. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

16. The term "Payout" as used herein shall refer to payout of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. as determined under the SOCO Farmout Agreement. The base of the Mesa Verde formation shall be as defined in the SOCO Assignment which is described in paragraph No. 8 of the Recitals.

17. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

18. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Leases and Lands as both a working interest and overriding royalty interest owner, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

AMOCO PRODUCTION COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By: 
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11/2/99

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

MCNIC OIL & GAS PROPERTIES, INC.

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By: _____
WILLIAM R. WEEKS, Executive Vice-President
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
MICK McMURRY, President
Date: _____

_____
EDWARD M. WARNER, an Individual
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: _____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date: _____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
JOHN W. MARTIN, President
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

[redacted] [redacted] [redacted]

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____

Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____

Name:_____
Title:_____
Date;_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

Diane E Greer

Name: Diane E. Greer
Title: Asst Secretary
Date: 10/13/99

By: [signature]

WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____

Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

Mick McMurry
Name: Mick McMurry
Title: Sec/Treas
Date: 10-21-99

By: Mick McMurry
MICK McMURRY, President
Date: 10-21-99

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

Neil A. McMurry
NEIL A. McMURRY, a/k/a MICK McMURRY
Date: 10-21-99

[redacted] [redacted] [redacted]

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

Edward M. Warner
EDWARD M. WARNER, an Individual
Date: 10/19/99

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By: _____
JOHN W. MARTIN , Attorney-in-Fact
Date: 11/3/99

_____
CASEY OSBORN
Date: _____

_____
EDWARD M. WARNER
Date: _____

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

WRW ENERGY CO.

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

_____
DIANNE E. GREENE
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

Casey Osborn
CASEY OSBORN
Date: 11-29-99

_____
EDWARD M. WARNER
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

_____
EDWARD M. WARNER
Date: 10/19/99

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

_____
EDWARD M. WARNER
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date: 10/13/99

_____
DIANNE E. GREENE
Date: 10/13/99

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

[redacted] [redacted] [redacted]

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

Dianne E Greese
Name: Dianne E. Greese
Title: Asst. Secretary
Date: 10/13/99

By: [signature]
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

RATIFYING PARTIES

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS COMPANY
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

By: _____
WILLIAM R. WEEKS, Executive Vice-President

_____
Name: _____
Title: _____
Date: _____

Date: _____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

By: _____

_____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

By: _____

_____
Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this 22nd day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
05/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

[redacted] [redacted] [redacted]

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

By: _____
WILLIAM R. WEEKS, Executive Vice-President

_____
Name: _____
Title: _____
Date: _____

Date: _____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: October 26, 1999

_____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by S.D. BLOSSOM, as ATTORNEY-IN-FACT of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this 2nd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

FRANKIE BARNES
MY COMMISSION EXPIRES
September 23, 2000

Frankie Barnes
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

[redacted] [redacted] [redacted]

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

By: _____
WILLIAM R. WEEKS, Executive Vice-President

_____
Name: _____
Title: _____
Date: _____

Date: _____

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

By: _____

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

By: _____

_____
Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Amoco Production Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner, this 22nd day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
05/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

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 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-13-2002

Notary Public
Address: 370 17th Street #3020
Denver CO 80202

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 13th day of October, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

DIANNE L. GREENE NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

My Commission Expires: 11-1-2002

Diane L Greene
Notary Public
Address: 5905 Deer Meadows
Cheyenne, WY 82001

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

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 by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 21st day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: 1406 Cody Ave.
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

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 _____ day of _____, 1999 as both a working interest and an overriding royalty interest owner.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____ day of _____, 1999.

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 by Edward M. Warner, an individual, as both working interest and overriding royalty interest owner this 19 day of Oct, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Jan. 22, 2001

Donna M VanWinkle
Notary Public
Address: 1775 Sherman #1400
Denver CO 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by John W. Martin, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-13-2002

Melanie M Sawyer
Notary Public
Address: 370 17th Street #3020
Denver, CO 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry this _____ day of _____, 1999.

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 by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-13-2002

Melanie M Sawyer
Notary Public
Address: 370 17th Street #3020
Denver, CO 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

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 by Neil A. McMurry, also known as Mick McMurry this 21st day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 6, 2003

My Commission Expires:
6 April 2003

Thomas R Blevins
Notary Public
Address: 1406 Cody Ave
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, also known as Mick McMurry this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Casey Osborn, this 29th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

Sallie Waters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

My Commission Expires:
4-9-2002

Sallie Waters
Notary Public
Address: Box 415
Big Piney WY

[redacted] [redacted] [redacted]

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this 24TH day of JANUARY, ~~1999~~2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
APRIL 18, 2001

Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this 24TH day of JANUARY, ~~1999~~2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
APRIL 18, 2001

Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this ___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jane R. Crouch, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership, this 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Dianne E Greene
Notary Public
Address: 5905 Green Meadow
Cheyenne, Wy 82001

STATE OF Colorado)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 15th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
April 18, 2001

Warren E. Mapp
Notary Public
Address: 1775 Sherman #1400
Denver, Co 80203

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, as Vice President of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this 22nd day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
05/10/01

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

ANDREA L CAMPAU NOTARY PUBLIC WAYNE COUNTY, MICH

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of MCNIC Oil & Gas Company, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. Barnes, as Attorney-in-Fact of Williams Production Rocky Mountain Company a Delaware corporation, on behalf of the corporation, this 26th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
July 17, 2001

Susan R. Tyler
Notary Public
Address: P. O. Box 3102
Tulsa, OK 74101

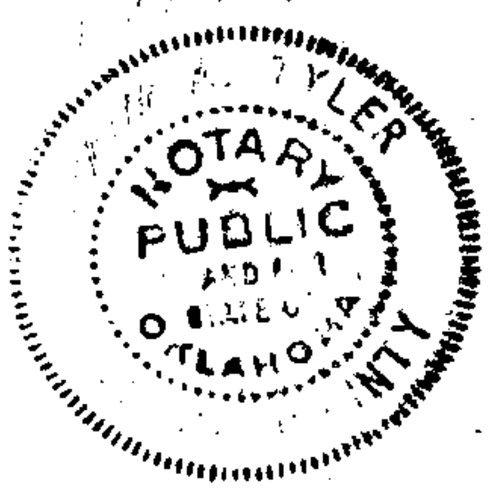


EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning a portion of USA Oil and Gas Lease WYW- 127749

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-127749	USA	McMurry Oil Company	11/1/92	T29N, R108W, 6th P.M. Sec 26: All	92	198

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EXHIBIT "B" Page 1 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of USA Oil and Gas Lease WYW-127749

Working Interest Owner	As to Horizons in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation			
	Before Payout		After payout	
	WI (%)	NRI (%)	WI (%)	NRI (%)
Amoco	80.000	64.000000	48.000	38.400000
MCNIC	6.666	4.939287	17.334	13.377307
McMurry	6.600	4.875919	17.160	13.485551
Fort Collins	4.817	1.644077	12.523	8.331436
Nerd	1.650	1.218980	4.290	3.371388
Warner	0.267	0.222945	0.693	0.578655
Total working interest	100.000	76.901208	100.000	77.544337

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Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of USA Oil and Gas Lease WYW-127749

Overriding Royalty Interest Owner	As to Horizons in and under the NW/4 of Section 26, Township 29 North, Range 108 West, 6th P.M. above the Base after the Mesa Verde Formation			
	Before Payout (%)		After Payout (%)	
	Subtotal	Total	Subtotal	Total
John W. Martin	0.267500 1.732500 0.400000	2.400000	0.267500 1.732500 0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.750000 0.433125	1.183125	0.750000 0.433125	1.183125
Doris McMurry		0.295000		0.295000
Victor L. McMurry		0.250000		0.250000
Susan Anne Samuelson		0.250000		0.250000
Carol J. McMurry		0.250000		0.250000
Gayle L. Kinnison		0.250000		0.250000
Gary R. Wenzel		0.250000		0.250000
Kelly Sue Mortimer		0.250000		0.250000
McMurry Limited Partnership		0.250000		0.250000
Joseph J. Scott		0.375000		0.375000
James W. Curry		0.375000		0.375000
Annita Ealum		0.062500		0.062500
Judy Lund f/k/a Judy Bannon		0.062500		0.062500
Casey Osborn		0.062500		0.062500
Edward Warner	0.056000 0.400000 0.004655	0.460655	0.033600 0.240000 0.012145	0.285745
Fort Collins		1.011500		0.606900
Marshall C. Crouch III		0.033330		0.086670
Jane R. Crouch		0.033330		0.086670
WRW Energy Co.	0.361250 1.445000	1.806250	0.939250 0.867000	1.806250
Dianne E. Greene	0.072250 0.289000	0.361250	0.187850 0.173400	0.361250
MCNIC	0.134693 0.158486 0.033673	0.326852	0.080816 0.215533 0.020204	0.316553
Total Overriding Royalty		10.598792		9.955663
Total ORI plus working interest NRI		87.500000		87.500000

EXHIBIT "B" Page 3 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of U.S.A. Oil and Gas Lease WYW-127749

Working Interest Owners	Horizons in and under the NE/4 and S/2 of Section 26, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout	
	WI (%)	NRI (%)
Amoco	48.000	38.400000
MCNIC	17.334	13.377307
McMurry	17.160	13.485551
Fort Collins	12.523	8.331436
Nerd	4.290	3.371388
Warner	0.693	0.578655
Total working interest	100.000	77.544337

Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of U.S.A. Oil and Gas Lease WYW-127749

Overriding Royalty Interest Owners	Horizons in and under the NE/4 and S/2 of Section 26, Township 29 North, Range 108 West, 6th P.M. above the Base of the Mesa Verde Formation both before and after Payout Subtotal (%)	Total (%)
John W. Martin	0.267500 1.732500 0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.750000 0.433125	1.183125
Doris McMurry		0.295000
Victor L. McMurry		0.250000
Susan Anne Samuelson		0.250000
Carol J. McMurry		0.250000
Gayle L. Kinnison		0.250000
Gary R. Wenzel		0.250000
Kelly Sue Mortimer		0.250000
McMurry Limited Partnership		0.250000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Annita Ealum		0.062500
Judy Lund f/k/a Judy Bannon		0.062500
Casey Osborn		0.062500
Edward Warner	0.033600 0.240000 0.012145	0.285745
Fort Collins		0.606900
Marshall C. Crouch III		0.086670
Jane R. Crouch		0.086670
WRW Energy Co.	0.939250 0.867000	1.806250
Dianne E. Greene	0.187850 0.173400	0.361250
MCNIC	0.080816 0.215533 0.020204	0.316553
Total Overriding Royalty		9.955663
Total ORI and Working Interest NRI		87.500000

EXHIBIT "C" Page 1 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of USA Oil and Gas Lease WYW-127749

Working Interest Owner	As to Depths below the Base of the Mesa Verde formation in and under All of Section 26, Township 29 North, Range 108 West, 6th P.M. both Before and after Payout	
	WI (%)	NRI (%)
MCNIC	33.333	26.333070
McMurry	33.000	26.400000
Fort Collins	24.084	18.318319
Nerd	8.250	6.600000
Warner	1.333	1.113055
Total	100.000	78.764444

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EXHIBIT "C" Page 2 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning a Portion of USA Oil and Gas Lease WYW-127749

As to Depths below the Base of the Mesa Verde Formation in and under
All of Section 26, Township 29 North, Range 108 West, 6th P.M. Both
Before and after Payout

Overriding Royalty Interest Owners	Overriding Royalty Interests (%)	
	Subtotal	Total
John W. Martin	0.267500 1.732500	2.000000
Neil A. McMurry a/k/a Mick McMurry	0.750000 0.433125	1.183125
Doris McMurry		0.295000
Victor L. McMurry		0.250000
Susan Anne Samuelson		0.250000
Carol J. McMurry		0.250000
Gayle L. Kinnison		0.250000
Gary R. Wenzel		0.250000
Kelly Sue Mortimer		0.250000
McMurry Limited Partnership		0.250000
Joseph J. Scott		0.375000
James W. Curry		0.375000
Annita Ealum		0.062500
Judy Lund, f/k/a Judy Bannon		0.062500
Casey Osborn		0.062500
Edward M. Warner		0.023345
Marshall C. Crouch III		0.166665
Jane R. Crouch		0.166665
WRW Energy Co.	0.939250 0.867000	1.806250
Dianne E. Greene	0.187850 0.173400	0.361250
Fort Collins		0.045756
Total Overriding Royalty Interest		8.735556
Total Overriding Royalty Interest plus working interest NRI		87.500000