[redacted] [redacted] [redacted]

STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-128039)

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")

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")

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

277692

RECORDED MAR 10, 2000 at 2:10 P M
IN BOOK 114 O+G PAGE 1
FEES $ 18.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Horner

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 ("Warner")

Edward M. Warner, Trustee of the
Edward M. Warner Revocable Trust
under Trust Agreement dated
August 2, 1993
1401 17th St., Suite 1430
Denver, CO 80202 ("Warner Trustee")

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 General Partnership
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")

RECITALS

1. USA Oil and Gas Lease WYW-128039 issued effective January 1, 1993 to Kenneth K. Farmer covering the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 109 West, 6th P.M.
Section 10: All
Section 14: All
Section 24: All
Section 25: All

containing 2,560.00 acres more or less ,

said lease being recorded in the records of Sublette County, Wyoming, June 8, 1993 in Book 92 of Oil and Gas at page 407. By Decision of the Bureau of Land Management dated May 16, 1997 all of Sections 24 and 25, Township 28 North, Range 109 West, were segregated out of Lease WYW-128039 to become Lease WYW-141881, leaving only the Subject Lands as being covered by the Subject Lease.

2. By Assignment of Record Title dated May 6, 1993, and recorded in the records of Sublette County on June 22, 1993 in Book 92 of Oil and Gas at page 463, and rerecorded April 30, 1993 in Book 93 of Oil and Gas at page 319, Kenneth K. Farmer conveyed all of his working interest in the Subject Lease and Lands to Washington Energy Exploration, Inc. The assignment reserved a 5% of 8/8ths overriding royalty interest unto the Assignor.

3. By Assignment of Record Title dated September 13, 1993 and recorded in the records of Sublette County, Wyoming on December 1, 1993 in Book 95 of Oil and Gas at page 579, Washington Energy Exploration, Inc., conveyed all of its working interest in the Subject Lease and Lands to the following assignees in the undivided percentage interests set forth below:

Assignee	Percentage Interest
McMurry	49.50%
Fort Collins	23.75%
Nerd	24.75%
Warner	2.00%

The Assignment reserved no overriding royalty interest but was made subject to previously reserved or conveyed overriding royalty interests totalling 5% of 8/8ths and to that certain Letter Agreement between Kenneth K. Farmer and Washington Energy Exploration, Inc., dated May 6, 1993.

4. By Assignment and Bill of Sale dated July 6, 1994 to be effective June 1, 1994 and recorded July 12, 1994 in Book 97 of Oil and Gas at page 371, McMurry as Assignor and Fort Collins, Nerd and Warner as Ratifying Parties conveyed all of their working interests in the Subject Oil and Gas Lease insofar as it covers the following described lands (hereinafter referred to as the "SOCO Lands") to Snyder Oil Corporation, reserving an overriding royalty interest equal to 7.5% of 8/8ths inclusive of all preexisting overriding royalty interests. Said assignment is hereinafter referred to as the "SOCO Assignment":

Township 28 North, Range 109 West, 6th P.M.
Section 10: NE/4, SW/4
Section 14: NE/4, SW/4

containing 640.00 acres more or less.

5. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at page 160 in the records of Sublette County, Wyoming Nerd conveyed an undivided 50% of its right title and interest in and to the Subject Lease and Lands to Fort Collins, said Conveyance, Assignment and Bill of Sale being hereinafter referred to as the "Nerd Assignment". The remainder of the Subject Lands, being described below are hereinafter referred to as the "McMurry, *et al* lands"):

U.S.A. Oil and Gas Lease WYW-128039 insofar only as it covers,
Township 28 North, Range 109 West, 6th P.M.
Section 10: NW/4, SE/4
Section 14: NW/4, SE/4

containing 640.00 acres more or less.

6. By Assignment of Overriding Royalty Interest dated effective February 14, 1995 to be effective February 10, 1995 Nerd conveyed a 0.0061875% overriding royalty interest in the Subject Lease and Lands to Mick McMurry. The Assignment was recorded March 14, 1996 in Book 103 of Oil and Gas at page 133 of the records of Sublette County, Wyoming. The Assignee, Mick McMurry is also known as Neil A. McMurry. It was the intention of Nerd to convey a 0.061875% of 8/8ths overriding royalty interest instead of a 0.0061875% overriding royalty.

7. By Assignment of Overriding Royalty dated May 25, 1995 and recorded March 18, 1996 in Book 103 of Oil and Gas at page 145 of the records of Sublette County, Fort Collins purported to convey a 0.475% overriding royalty interest in the Subject Lease as to all of this Subject Lands to McMurry.

8. By Assignment of Overriding Royalty dated June 6, 1995 and recorded March 18, 1995 in Book 103 of Oil and Gas at page 147 of the records of Sublette County, Nerd purported to convey 0.495% overriding royalty interest in the Subject Lease as to all of the Subject Lands to McMurry.

9. By Assignment of Overriding Royalty Interest dated effective January 1, 1996 and recorded April 25, 1996 in Book 103 of Oil and Gas at page 274 of the records of Sublette County, Wyoming, Fort Collins conveyed out of its 36.125% working interest in the McMurry *et al.* Lands the following overriding royalty interests in the Subject Oil and Gas Lease insofar as it covers said lands:

Assignee	Overriding Royalty Interest Conveyed
WRW Energy Co.	5% of 36.125% or 1.80625% of 8/8ths
Dianne E. Greene	1% of 36.125% or 0.36125% of 8/8ths.

10. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996, McMurry, Nerd, Fort Collins, and Warner each conveyed an undivided 33.333% of their respective working interests in the Subject Lease insofar only as it covers the McMurry *et al* Lands to CoEnergy Rockies, Inc., a

Michigan corporation the name of which was subsequently changed to MCNIC Oil & Gas Properties, Inc. The Conveyance, Assignment and Bill of Sale was recorded April 30, 1996 in Book 103 of Oil and Gas at page 309 of the records of Sublette County, Wyoming. The conveyance provided that to the extent the net revenue interest attributable to the leasehold working interest conveyed by each Assignor was greater than a proportionate share of 80%, such Assignor reserved an overriding royalty interest sufficient to reduce the net revenue interest attributable to the working interest conveyed to a proportionate share of 80%. Similarly, to the extent that the net revenue interest attributable to the working interest conveyed by any Assignor was less than a proportionate share of 80%, such Assignor conveyed out of its retained working interest an overriding royalty interest sufficient to increase the net revenue interest attributable to the working interest conveyed to a proportionate share of 80%.

11. 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., conveyed the following overriding royalty interests in the Subject Oil and Gas Lease, insofar only as it covers the McMurry *et al* Lands, said assignment being hereinafter referred to as the "Crouch Overriding Royalty Assignment":

Assignee	Overriding Royalty Interest Conveyed
Marshall C. Crouch III	0.5% of 8/8ths
Jane R. Crouch	0.5% of 8/8ths.

The Crouch Assignment provided that the overriding royalty interest conveyed was subject to proportionate reduction to the extent that the oil and gas leasehold interest of the Assignor was less than the entire leasehold interest in the Subject Oil and Gas Lease.

12. By two Unrecorded Assignments of Overriding Royalty Interest both of which are being recorded simultaneously herewith and which are both dated effective as of first production from the Corona 1-14 Well located in the NE/4 of Section 14, Township 28 North, Range 109 West, McMurry has conveyed the following overriding royalty interests in the Subject Oil and Gas Lease:

	McMurry *et al* Lands	SOCO Lands
John W. Martin 1811 Miracle Drive Casper, WY 82609 ("Martin")	0.568388%	0.503586%
Neil A. McMurry 991 Stafford Casper, WY 82609	0.322086%	0.285365%
Joseph J. Scott P.O. Box 977 Pinedale, WY 82941 ("Scott")	0.236829%	0.209827%
James W. Curry 1916 Rustic Drive Casper, WY 82609 ("Curry")	0.236829%	0.209827%
Doris McMurry 204 West 15th Street Casper, WY 82601 ("Doris")	0.108941%	0.096521%
Victor L. McMurry P.O. Box 1519 Pinedale, WY 82941 ("Victor")	0.085258%	0.075538%

Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, WY 82007 ("Samuelson")	0.085258%	0.075538%
Carol J. McMurry 1838 Queene Longmont, CO 80501 ("Carol")	0.085258%	0.075538%
Gayle L. Kinnison P.O. Box 1433 Pinedale, WY 82941 ("Kinnison")	0.085258%	0.075538%
Gary R. Wenzel P.O. Box 67 36 Long Trail Douglas, WY 82633 ("Wenzel")	0.085258%	0.075538%
Kelly Sue Mortimer 44 Marigold Casper, WY 82604 ("Mortimer")	0.085258%	0.075538%
McMurry Limited Partnership 204 W. 15th St. Casper, WY 82601 ("McMurry LP")	0.085258%	0.075538%
Casey Osborn P.O. Box 464 Big Piney, WY 83113 ("Osborn")	0.059207%	0.052457%
Annita Ealum 1917 Eastbrooke, Ave. Casper, WY 82601 ("Ealum")	0.059207%	0.052457%
Judy Lund formerly known as Judy Bannon 3935 Dorset Court Casper, WY 82609-2419 ("Lund")	0.059207%.	0.052457%
TOTAL	2.2475%	1.991263%

13. By three separate Assignments of Overriding Royalty Interest each dated to be effective as of first production of hydrocarbons from the Corona 1-14 Well described above and each being recorded simultaneously herewith, Fort Collins, McMurry and Neil A. McMurry have conveyed the following overriding royalty interests in the Subject Lease, insofar only as it covers the SOCO Lands, to Edward M. Warner as Trustee of the Edward M. Warner Trust under Trust Agreement dated August 2, 1993:

Assignor	Overriding Royalty Conveyed to Warner Trustee
Fort Collins	0.180625%
McMurry	0.256237%
Neil A. McMurry a/k/a Mick McMurry	0.063138%
Total	0.500000%.

14. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands in order to resolve confusion caused by the foregoing assignments and to implement their intentions with respect to the ownership of the Subject Lease and Lands.

15. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being herein referred to as "MCNIC".

16. The parties acknowledge that the individual referred to in the Recitals as Mick McMurry and Neil A. McMurry are both one and the same person.

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 entire oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Lease, insofar only as it covers the SOCO Lands, were conveyed to Snyder Oil Corporation by virtue of the SOCO Assignment.

2. The reservation of 7.5% overriding royalty interest in the SOCO Assignment shall be deemed to have reserved a 2.5% overriding royalty interest in the Subject Lease, insofar as it covers the SOCO Lands, in addition to the 5% overriding royalty previously reserved by Kenneth K. Farmer. The additional 2.5% overriding royalty shall be deemed to have been reserved by the Assignors in the SOCO Assignment as follows:

McMurry	49.5% of 2.5%	(*i.e.*, 1.23750%),
Nerd	24.75% of 2.5%	(*i.e.*, 0.61875%),
Fort Collins	23.75% of 2.5%	(*i.e.*, 0.59375%) and
Warner	2.0% of 2.5%	(*i.e.*, 0.05000%).

3. In lieu of the Assignments of Overriding Royalty described in Recitals 7 and 8, immediately following the SOCO Assignment, Nerd, Fort Collins and Warner shall be deemed to have conveyed to McMurry the following overriding royalty interests in the Subject Lease as to both the SOCO Lands and the McMurry *et al* Lands:

Assignor	Overriding Royalty Conveyed to McMurry	
Nerd	2% of 24.75%	(*i.e.*, 0.495%)
Fort Collins	2% of 23.75%	(*i.e.*, 0.475%)
Warner	2% of 2%	(*i.e.*, 0.040%)
	Total	1.010%

All of the 1.01% overriding royalty conveyed to McMurry was subsequently conveyed by McMurry in the assignments described in paragraph 12 of the Recitals.

4. The Nerd Assignment shall be deemed to have conveyed to Fort Collins the following working interest ("WI") and overriding royalty interest ("ORI") in the Subject Lease and Lands

Lands Affected by Nerd Assignment	Interest Conveyed to Fort Collins
McMurry *et al* Lands	12.375% WI
SOCO Lands	0.061875% ORI.

5. The Assignment of Overriding Royalty described in paragraph 6 of the Recitals shall be deemed to have been delivered after the Nerd Assignment and shall be deemed to have conveyed an undivided 0.061875% overriding royalty interest in the Subject Lease and Lands to Mick McMurry, who is also known as Neil A. McMurry. This Assignment shall be deemed to have conveyed all of Nerd's remaining overriding royalty interest in the Subject Lease as to the SOCO Lands and to have reduced the net revenue interest attributable to Nerd's then remaining 12.375%

working interest in the McMurry *et al* Lands from a proportionate share of 80.5% to a proportionate share of 80.0%.

22. The Assignment of Overriding Royalty described in Recital 9 shall be deemed to have reduced the net revenue interest attributable to the 36.125% working interest in the McMurry *et al* Lands then owned by Fort Collins from a proportionate share of 80.5% to a proportionate share of 74.5%.

23. As a result of the CoEnergy Assignment the following working interests and overriding royalty interests in the Subject Lease, insofar only as it covers the McMurry *et al* Lands, shall be deemed to have been conveyed or reserved by the Assignors therein:

Assignor	Working Interest Conveyed to CoEnergy	Overriding Royalty Reserved out of WI Conveyed	Overriding Royalty Conveyed to CoEnergy out of Retained Working Interest
McMurry	16.5%	2.5% of 16.5% (*i.e.*, 0.4125%)[1]	None
Fort Collins	12.041%	None	5.5% of 12.041% (*i.e.*, 0.662255%)[2]
Nerd	4.125%	None	None
Warner	0.667%	0.5% of 0.667% (*i.e.*, 0.003335%)	None.

1. All of the overriding royalty reserved by McMurry in the CoEnergy Assignment was subsequently conveyed by the assignment covering the McMurry *et al* Lands described in Recital 12. Except as otherwise indicated on Part II of Exhibit B with respect to the overriding of John W. Martin, the overriding royalty interests conveyed by McMurry in the McMurry *et al* Lands as described in Recital 12 are borne proportionately by all working interest owners.

2. It is understood and agreed that to the extent that Fort Collins conveyed both a working interest and and an overriding royalty in the McMurry *et al* Lands by virtue of the CoEnergy Assignment, the overriding royalty conveyed to CoEnergy shall NOT be deemed to have merged into the working interest received by CoEnergy and shall constitute a separate and distinct burden upon the retained working interest of Fort Collins, its successors and assigns.

24. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 11 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 CoEnergy pursuant to the CoEnergy Assignment.

25. The Assignment of Overriding Royalty described in Recital 12 shall be deemed to be effective as of first production of hydrocarbons from the Corona 1-14 Well, immediately prior to those Assignments of Overriding Royalty described in Recital 13.

26. The date of first production of hydrocarbons from the Corona 1-14 Well was July 31, 1998 (the "Date of First Production").

27. The working interest ("WI") of the Working Interest Owners and the net revenue interests ("NRI") attributable thereto in the Subject Lease, insofar as it covers the McMurry *et al* Lands as to all depths, are and have been since the Date of First Production as shown on Part I of Exhibit "B" attached hereto, said Part being hereby incorporated herein.

28. The overriding royalty interests ("ORI") of the Overriding Royalty Interest Owners in the Subject Lease, insofar as it covers the McMurry *et al* Lands as to all depths, are and have been since the Date of First Production as shown on Part II of Exhibit B attached hereto, said Part being hereby incorporated herein.

interests of the Working Interest Owners in said lease and lands in the manner indicated in the footnotes of Part II of Exhibit "B" attached hereto.

14. The Working Interest Owners acknowledge that they have no working interest in the Subject Lease, insofar as it covers the SOCO Lands, said working interest having been previously conveyed to Snyder Oil Corporation, its successors and assigns, in the SOCO Assignment. The 2.5% overriding royalty interest reserved in said lease and lands by virtue of SOCO Assignment is and has been owned by the Overriding Royalty Interest Owners since the Date of First Production in the manner indicated on Exhibit "C" attached hereto, said exhibit being hereby incorporated herein.

15. 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 without limitation 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.

16. 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.

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 upon and inure to the benefit of 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 Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

19. 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: 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:

interests of the Working Interest Owners in said lease and lands in the manner indicated in the footnotes of Part II of Exhibit "B" attached hereto.

14. The Working Interest Owners acknowledge that they have no working interest in the Subject Lease, insofar as it covers the SOCO Lands, said working interest having been previously conveyed to Snyder Oil Corporation, its successors and assigns, in the SOCO Assignment. The 2.5% overriding royalty interest reserved in said lease and lands by virtue of SOCO Assignment is and has been owned by the Overriding Royalty Interest Owners since the Date of First Production in the manner indicated on Exhibit "C" attached hereto, said exhibit being hereby incorporated herein.

15. 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 without limitation 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.

16. 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.

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 upon and inure to the benefit of 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 Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

19. 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

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:_____

ATTEST:

Diane E Greene
Name: Diane E. Greene
Title: Asst. Secretary
Date: 10/13/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

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:

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:

Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

Mick McMurry
Name: Mick McMurry
Title: Sec/Treas
Date: 10-21-99

NERD ENTERPRISES, INC., a Wyoming corporation

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

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:

_____
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: 10/19/95

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:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

Name:_____
Title:_____
Date:_____

WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

NERD ENTERPRISES, INC., a Wyoming corporation

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:_____

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:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

NERD ENTERPRISES, INC., a Wyoming corporation

_____
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:_____

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, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date: 10/19/99

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

Name:
Title:
Date:

By:
Name:
Title:
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:
Name:
Title:
Date:

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date:_____

Marshall C. Crouch
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
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:_____
Name:_____
Title:_____
Date:_____

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date: 10/13/99

DIANNE E. GREENE
Date: 10/13/99

ATTEST:

Name:
Title:
Date:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

By:
Name:
Title:
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:
Name:
Title:
Date:

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE E. GREENE
Date:_____

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

RATIFYING PARTIES

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

MCNIC OIL & GAS COMPANY
a Michigan corporation

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

ATTEST:

Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

Name:
Title:
Date:

By:
Name:
Title:
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:
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: October 26, 1999

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 10/13/99

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 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
DIANNE A. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002
11-1-2002

_____
Diane E Greene
Notary Public
Address: 5905 Green Meadow
Cheyenne, Wy 82001

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 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 _____)
) 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: _____
_____

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: _____
_____

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 February, 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11/30/2002

Notary Public
Address: 320 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.

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

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 and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 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

Notary Public
Address: 1406 Cody Ave.
Casper, WY 82604

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 and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 this 19 day of Oct, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Jan 22, 2001

Donna M Van Meter
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 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 and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 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 February ~~1999~~ 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002
My Commission Expires 11/30/2002

Lynette Y. 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 E. 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, Anmita Balam, and Judy Lund, formerly known as on Judy Bannon, this 3rd day of February, ~~1999~~ 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002
~~My Commission Expires 11/30/2002~~

Lynette B. Johnson
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 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 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 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 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 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. Maj
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. Maj
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

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 Greenmeadow
Cheyenne, Wy 82001

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

WARREN E. MAJORS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: April 18, 2001

Warren E. Majors
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 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 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

Andrea L Campau
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

ANDREA L. CAMPAU
NOTARY
PUBLIC
WAYNE COUNTY, MICH.

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

NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY

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 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 ~~Delaware~~ 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 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My COMMISSION EXPIRES: 11-1-2002

NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

Diane E Freese
Notary Public
Address: 5905 Deer Meadows
Cheyenne, Wy 82001

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING, COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning U.S.A. Oil and Gas Lease WYW-128039

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-128039	USA	Kenneth K. Farmer	1/1/93	Township 28 North, Range 109 West, 6th P.M. Section 10: All Section 14: All	92 O&G	407

EXHIBIT "B" Part I
Working Interest Ownership - McMurry *et al.* Lands

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-128039

Working Interest Owner	As to all Horizons in and under the NW/4 and the SE/4 of Section 10 and the NW/4 and SE/4 of Section 14 all in Township 28 North, Range 109 West, 6th P.M.	
	After payout	
	WI (%)	NRI (%)
MCNIC	33.333	25.670815
McMurry	33.000	26.400000
Fort Collins	24.084	17.280325
Nerd	8.250	6.600000
Warner	1.333	1.073065
Total working interest	100.000	77.024205

The Rest of the Page Is Intentionally Left Blank

EXHIBIT "B" Part II
Overriding Royalty Interest Ownership - McMurry *et al.* Lands

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-128039

Overriding Royalty Interest Owners	All Horizons in and under the NW/4 and SE/4 of Section 10 and the NW/4 and SE/4 of Section 14 all in Township 28 North, Range 109 West, 6th P.M.	
	Subtotal (%)	Total (%)
John W. Martin	0.320888[1] 0.247500[2]	0.568388
Neil A. McMurry a/k/a Mick McMurry	0.322086[1] 0.061875[3]	0.383961
Joseph J. Scott		0.236829[1]
James W. Curry		0.236829[1]
Doris McMurry		0.108941[1]
Victor L. McMurry		0.085258[1]
Susan Anne Samuelson		0.085258[1]
Carol J. McMurry		0.085258[1]
Gayle L. Kinnison		0.085258[1]
Gary R. Wenzel		0.085258[1]
Kelly Sue Mortimer		0.085258[1]
McMurry Limited Partnership		0.085258[1]
Casey Osborn		0.059207[1]
Annita Ealum		0.059207[1]
Judy Lund, f/k/a Judy Bannon		0.059207[1]
Edward M. Warner		0.003335[4]
Marshall C. Crouch III		0.166665[4]
Jane R. Crouch		0.166665[4]
WRW Energy Co.		1.806250[5]
Dianne E. Greene		0.361250[5]
MCNIC		0.662255[6]
Total Overriding Royalty		5.475795
Total ORI and Working Interest NRI (excluding 5% overriding royalty interest reserved by Kenneth K. Farmer in assignment described in Recital No.2)		82.500000

1. Borne proportionately by all Working Interest Owners.
2. Borne 1/3rd out of the Working Interest of MCNIC and 2/3rds out of the working interest of McMurry.
3. Borne 1/3rd out of the working interest of MCNIC and 2/3rds out of the working interest of Nerd.
4. Borne solely out of the working interest of MCNIC.
5. Borne 1/3rd out of the working interest of MCNIC and 2/3rds out of the working interest of Fort Collins.
6. Borne solely out of the working interest of Fort Collins.

[redacted] [redacted] [redacted]

EXHIBIT "C"
Overriding Royalty Interest Ownership - SOCO Lands

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-128039

Overriding Royalty Interest Owners	As to all Horizons in and under the NE/4 and the SW/4 of Section 10 and the NE/4 and SW/4 of Section 14, all in Township 28 North, Range 109 West, 6th P.M. Overriding Royalty Interests (%)	
	Subtotal	Total
John W. Martin		0.503586
	0.061875	
Neil A. McMurry a/k/a Mick McMurry	0.285365	
	(0.063138)	0.284102
Joseph J. Scott		0.209827
James W. Curry		0.209827
Doris McMurry		0.096521
Victor L. McMurry		0.075538
Susan Anne Samuelson		0.075538
Carol J. McMurry		0.075538
Gayle L. Kinnison		0.075538
Gary R. Wenzel		0.075538
Kelly Sue Mortimer		0.075538
McMurry Limited Partnership		0.075538
Casey Osborn		0.052457
Annita Ealum		0.052457
Judy Lund, f/k/a Judy Bannon		0.052457
Edward M. Warner		0.010000
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Agreement dated August 2, 1993		0.500000
Total Overriding Royalty Interest (excludes 5% overriding royalty interest reserved by Kenneth K. Farmer in assignment described in Recital No. 2)		2.500000

STIPULATION OF INTERESTS

(Portion of U.S.A. Oil and Gas Lease WYW-125943)

This instrument affects only that 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.

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")	16.749%
Fort Collins Consolidated Royalties, Inc. a Colorado corporation With an address of P.O. Box 1363 Cheyenne, WY 82003 ("Fort Collins")	16.01275%
Marian H. Rochelle P.O. Box 1363 Cheyenne, WY 82003 ("Marian")	13.0%
McMurry Oil Company a Wyoming Corporation With an address of 370 17th Street, Suite 3020 Denver, CO 80202 ("McMurry")	11.550%
Victor L. McMurry P.O. Box 1519 Pinedale, WY 82941 ("Victor")	6.5%
James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler, Deceased P.O. Box 479 Manchester, TN 37349 ("Rissler")	6.5%
Curt Rochelle P.O. Box 996 Rawlins, WY 82301-0996 ("Curt")	6.5%
Nerd Enterprises, Inc. a Wyoming corporation With an address of P.O. Box 949 Casper, WY 82602 ("Nerd")	5.47125%
J. J. Meier P.O. Box 1487 Casper, WY 82602 ("Meier")	4.25%
Leonard W. & Shirley R. Ely Co-Trustees of the Ely Trust 2161 Bryant Street Palo Alto, CA 94301 ("Ely")	3.25%

RECORDED MAR 10, 2000 at 2:10 PM
IN BOOK 114 OF L PAGE 38
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
Tracey L Hardee

277693

Herak Enterprises, Inc.
1325 W 1st Avenue
Spokane, WA 99204-0613 ("Herak") 3.25%

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris") 3.25%

Dean J. Geist
237 Columbine
Casper, WY 82604 (Geist) 1.625%

Joe Wenzel
5024 Alcova Route
Box 14
Casper, WY 82604 ("J. Wenzel") 1.625%

Edward M. Warner
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner") 0.467%

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
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")

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 ("G. 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 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 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 with an address of
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226 ("MCNIC")

Edward M. Warner
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

McMurry Oil Company
a Wyoming Corporation
With an address of
370 17th Street, Suite 3020
Denver, CO 80202 ("McMurry")

Nerd Enterprises, Inc.
a Wyoming corporation
With an address of
P.O. Box 949
Casper, WY 82602 ("Nerd")

RECITALS

1. McMurry acquired all of the oil and gas leasehold working interest in the Subject Lease, insofar as it covers the lands described on Exhibit "A", said lands being hereinafter referred to as the "Subject Lands", and other lands.

2. By Assignment of Overriding Royalty Interest dated and acknowledged June 25, 1993 and recorded in the records of Sublette County on August 12, 1993 in Book 93 of Oil and Gas at

page 269, McMurry Oil Company conveyed a 1.5% of 8/8ths overriding royalty interest in the Subject Lease, insofar as it covers the Subject Lands and other lands to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated September 3, 1993 and recorded in the records of Sublette County, Wyoming on October 1, 1993 in Book 93 of Oil and Gas at page 510, Reception No. 243393, McMurry conveyed to John W. Martin an additional 0.25% of 8/8ths overriding royalty interest in the Subject Lease, insofar as it covers the Subject Lands.

4. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 and recorded October 1, 1993 in Book 93 of Oil and Gas at page 518 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed an additional 1.240625% of 8/8ths overriding royalty interest in the Subject Lease, insofar as it covers the Subject Lands and other lands in the following manner:

Doris McMurry	-	0.330625% of 8/8ths
Neil A. McMurry	-	0.130000% of 8/8ths
Victor L. McMurry	-	0.130000% of 8/8ths
Susan Anne Samuelson	-	0.130000% of 8/8ths
Carol J. McMurry	-	0.130000% of 8/8ths
Gayle L. Kinnison	-	0.130000% of 8/8ths
Gary R. Wenzel	-	0.130000% of 8/8ths
Kelly Sue Mortimer	-	0.130000% of 8/8ths.

5. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 524, McMurry Oil Company conveyed an additional 1.9375% of 8/8ths overriding royalty interest in the Subject Lease as to all of the Subject Lands as follows:

Neil A. McMurry	-	1.0000%
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 4.928125% of 8/8ths.

6. By Assignment of Oil and Gas Lease dated October 1, 1993 and recorded in the records of Sublette County, Wyoming October 19, 1993 in Book 94 of Oil and Gas at page 63, McMurry conveyed an undivided 52% working interest in the Subject Lease and Lands as follows:

Assignee	Percentage
Ely	3.25%
Geist	1.625%
Fred Hartnett (Trustee)	
F&H Investments	3.250%
Herak	3.250%
Louise A. Leeman	6.500%
Doris	3.250%
Victor	6.500%
Meier	3.250%
Rissler	6.500%
Curt	6.500%
Marian	6.500%
Wenzel	1.625%
Total	52.000

The assignment purported to reserve a 5% of 8/8ths overriding royalty interest but was intended to convey each of the above working interests in the Subject Lease and Lands subject to a proportionate share of the 12.5% landowner's royalty and preexisting overriding royalty interests totalling 5% of 8/8ths such that the net revenue interest attributable to each working interest conveyed in the Subject Lease and Lands would be equal to a proportionate share of 82.5%. The interest conveyed to

Louise A. Leeman is now owned by Marian H. Rochelle. The interest conveyed Fred Hartnett (Trustee) for F&H Investments was subsequently conveyed to Nerd (2.25%) and to Meier (1.0%).

7. By Assignment of Oil and Gas Lease dated October 1, 1993 and recorded October 19, 1993 in Book 94 of Oil and Gas at page 57 of the records of Sublette County, McMurry conveyed an undivided 30.675% working interest in the Subject Lease and Lands as follows:

Assignee	Percentage
Warner	0.7000%
Nerd	11.9125%
Fort Collins	18.0625%
Total	30.675%

The assignment purported to reserve a 4% of 8/8ths overriding royalty interest in the Subject Lease and Lands but was intended to convey each of the above working interests subject to a proportionate share of the 12.5% landowner's royalty and preexisting overriding royalties totalling 4.0% of 8/8ths such that the net revenue interest attributable to each working interest conveyed in the Subject Lease and Lands would be equal to a proportionate share of 83.5%. The intended effect of the assignments described in this paragraph and in the preceding paragraph was to leave McMurry with an undivided 17.325% working interest in the Subject Lease and Lands burdened a proportionate share of the 12.5% landowner's royalty and by overriding royalties totalling 1.101125% of 8/8ths [*i.e.* 4.928125% - (.52 x 5.0%) - (.30675 x 4%)], resulting in a net revenue interest of 14.05825% or a proportionate share of 81.1443%.

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, insofar as it covers the Subject Lands, to Fort Collins Consolidated Royalties, Inc. At the time of the conveyance Nerd owned only the 11.9125% working interest described in paragraph 7 above. As a result of the conveyance Nerd was left with an undivided 5.95625% working interest in the Subject Lease and Lands and Fort Collins owned an undivided 24.01875% working interest in the Subject Lease and Lands. The interests of Fort Collins and Nerd were each intended to be held subject to a proportionate share of the 12.5% landowner's royalty and overriding royalties totalling 4.0%.

9. 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, insofar as it covers the Subject Lands . The overriding royalty interests conveyed were made subject to proportionate reduction to the extent that the 24.01875% working interest of the Assignor in the aforementioned oil and gas lease 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 24.01875% working interest of Fort Collins in the Subject Lease, insofar as it covers the Subject Lands from a proportionate share of 83.5% to a proportionate share of 77.5%.

10. By Assignment of Record Title dated April 22, 1996 Fred Hartnett as Trustee for F&H Investments conveyed his 3.25% working interest in the Subject Lease and Lands to Nerd (2.25%) and Meier (1.0%) the interests conveyed were each intended to be held subject to a proportionate share of the landowner's royalty of 12.5% and pre-existing overriding royalties totalling 5%. As a result of the assignment Nerd became the owner of an 8.20625% interest in the Subject Lease and Lands, of which 2.25% was held subject to a proportionate share of the 12.5% landowner's royalty and overriding royalty interests burdens totalling 5.0% and 5.95625% was held subject to a proportionate share of the 12.5% landowner's royalty and overriding royalty interest burdens totalling 4.0%.

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 Oil and Gas Lease insofar as it covers the Subject 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 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 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) McMurry reserved from the interest in the Subject Lease and Lands conveyed to CoEnergy an overriding royalty interest equal to 0.066083% (*i.e.* 5.775% x 1.1443%); (b) Nerd reserved from the interests conveyed to CoEnergy overriding royalties totalling 0.088225% [*i.e.*, (.75% x .025) plus (1.985% x .035)]; (c) Fort Collins conveyed to CoEnergy an additional 0.20015% of 8/8ths overriding royalty interest (*i.e.*, 8.006% x .025) out of its retained 16.01275% interest in the Subject Lease and Lands; and (d) Warner reserved from the interest in the Subject Lease and Lands conveyed by him to CoEnergy an overriding royalty interest equal to 0.008155% of 8/8ths (*i.e.*, 0.233% x .035).

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, 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.

14. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

15. Vernon E. Rissler died a resident of Wyoming on January 6, 1999. James V. Rissler has been appointed Personal Representative of his estate.

16. 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 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, insofar as it covers the Subject Lands are owned by the Working Interest Owners in the undivided percentages described on page one 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 4 and 5 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionally by the working interests of each of the Working Interest Owners. The 1.75% overriding royalty interest of John W. Martin created by the Assignments of Overriding Royalty described in paragraph Nos. 2 and 3 of the Recitals, above, shall be borne by the working interest in the Subject Lease and Lands as follows:

(a) 0.821875% of 8/8ths - to be borne proportionately by all working interest owners.

(b) 0.52% of 8/8ths - to be borne by each of the holders of those working interests conveyed by the assignment of oil and gas lease described in Recital No. 6 above in the proportions that the working interest percentage conveyed

to each such holder bears to the sum of all such interests. MCNIC as the successor to one-third of the 2.25% working interest in the Subject Lease and Lands acquired by Nerd from Fred Hartnett (Trustee) for F&H Investments shall bear an undivided 1.442308% (*i.e.*, 0.75%/52%) of the aforementioned 0.52% of 8/8ths overriding royalty.

(c) 0.408125% of 8/8ths - to be borne one-third (1/3) out of the working interest in the Subject Lease and Lands of MCNIC and two-thirds (2/3) out of the working interest in the Subject Lease and Lands of McMurry.

3. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene referred to in Recital 9, above, shall be borne one-third (1/3) out of the working interest of MCNIC in the Subject Lease, insofar as it covers the Subject Lands and two-thirds 2/3 out of the working interest of Fort Collins in the Subject Lease and Lands.

4. The 16.01275% working interest of Fort Collins in the Subject Lease, insofar as it covers the Subject Lands shall bear all of the 0.20015% of 8/8ths overriding royalty interest in the Subject Lease and Lands belonging to MCNIC and referred to in Recital 12, above.

5. 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 11, below. The Crouch Overrides are proportionately reduced to the working interest acquired by MCNIC pursuant to the CoEnergy Assignment.

6. The overriding royalty interests of McMurry, Nerd and Warner described in Recital 12, above, shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC.

7. As a result of the conveyances described in the Recitals the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Lease, insofar as it covers the Subject Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
MCNIC	5.775%	4.562250%[1]
MCNIC	8.006%	6.324740%[2]
MCNIC	1.9850%	1.568150%[3]
MCNIC	0.7500%	0.592500%[3]
MCNIC	0.2330%	0.184070%[4]
Total MCNIC	16.749%	13.231710%
McMurry	11.55%	9.372163%[5]
Fort Collins	16.01275%	12.209731%[6]
Nerd	3.97125%	3.315994%
Nerd	1.50000%	1.237500%
Total Nerd	5.47125%	4.553494%
Warner	0.467%	0.389945%[8]
Ely	3.25%	2.681250%
Geist	1.625%	1.340625%
Meier	4.25%	3.506250%
Herak	3.25%	2.681250%
Doris	3.25%	2.681250%
Victor	6.5%	5.362500%
Rissler	6.5%	5.362500%
Curt	6.5%	5.362500%
Marian	13.0%	10.725000%
Wenzel	1.625%	1.340625%
Total	100.00000%	80.800793%

[redacted] [redacted] [redacted]

1. Acquired from McMurry.
2. Acquired from Fort Collins and includes 0.20015% ORI burdening Fort Collins Working Interest.
3. Acquired from Nerd.
4. Acquired from Warner.
5. Does not include 0.066083% ORI reserved by McMurry from interest conveyed to CoEnergy.
6. Reflects 0.20015% ORI conveyed by Fort Collins to CoEnergy.
7. Does not include overriding royalties totalling 0.088225% reserved from CoEnergy Assignment.
8. Does not include 0.008155% ORI reserved from CoEnergy assignment.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Leases and Lands hereby ratifies and agrees to be bound by the foregoing stipulation.

14. McMurry Oil Company as successor to the working interests of Victor L. McMurry, Herak Enterprises, Inc., and the Estate of Vernon E. Rissler, deceased, in the Subject Lease and Lands hereby ratifies 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

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

McMURRY OIL COMPANY

ATTEST:

By: _____
JOHN W. MARTIN, President
Name: _____
Title: _____
Date: 11/3/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

By: _____
WILLIAM R. WEEKS, Executive Vice-President
Name: _____
Title: _____
Date: _____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

By: _____
MICK McMURRY, President
Name: _____
Title: _____
Date: _____

_____
EDWARD M. WARNER
Date: _____

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date: _____

_____
VICTOR McMURRY
Date: _____

_____
JAMES V. RISSLER, Personal Representative of the Estate of Vernon E. Rissler, Deceased
Date: _____

_____
J. J. MEIER
Date: _____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
Date: _____

[redacted] [redacted] [redacted]

McMURRY OIL COMPANY

ATTEST:

By:_____
JOHN W. MARTIN, President

_____
Name:_____
Title:_____
Date:_____

Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/13/99

By:_____
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
Date:_____

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____
VICTOR McMURRY
Date:_____

_____
JAMES V. RISSLER, Personal Representative of the
Estate of Vernon E. Rissler, Deceased
Date:_____

_____
J. J. MEIER
Date:_____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
Date: 10/13/99

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
Date:_____

MARIAN H. ROCHELLE and CURT ROCHELLE

_____

By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____

VICTOR McMURRY
Date:_____

_____

JAMES V. RISSLER, Personal Representative of the Estate of Vernon E. Rissler, Deceased
Date:_____

_____

J. J. MEIER
Date:_____

LEONARD W. ELY, and SHIRLEY R. ELY, as Trustees of the Ely Trust

_____

By: WILLIAM R. WEEKS, Attorney-in-Fact
Date:_____

[redacted] [redacted] [redacted]

McMURRY OIL COMPANY

ATTEST:

By:_____
JOHN W. MARTIN, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

By:_____
MICK McMURRY, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

Edward M. Warner
EDWARD M. WARNER
Date: 10/19/99

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____
VICTOR McMURRY
Date:_____

_____
JAMES V. RISSLER, Personal Representative of the
Estate of Vernon E. Rissler, Deceased
Date:_____

_____
J. J. MEIER
Date:_____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
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

Date:_____

Marian H. Rochelle

MARIAN H. ROCHELLE

Date: 11/5/99

Curt Rochelle

CURT ROCHELLE

Date: 11/5/99

_____

VICTOR McMURRY

Date:_____

_____

JAMES V. RISSLER, Personal Representative of the Estate of Vernon E. Rissler, Deceased

Date:_____

_____

J. J. MEIER

Date:_____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____

By: WILLIAM R. WEEKS, Attorney-in-Fact

Date:_____

[redacted] [redacted] [redacted]

McMURRY OIL COMPANY

ATTEST:

By:_____
JOHN W. MARTIN, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

By:_____
MICK McMURRY, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____
VICTOR McMURRY
Date: oct 19, 1998

_____
JAMES V. RISSLER, Personal Representative of the
Estate of Vernon E. Rissler, Deceased
Date:_____

_____
J. J. MEIER
Date:_____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
Date:_____

McMURRY OIL COMPANY

ATTEST:

By:_____
JOHN W. MARTIN, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

By:_____
MICK McMURRY, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____
VICTOR McMURRY
Date:_____

James V. Rissler
_____
JAMES V. RISSLER, Personal Representative of the
Estate of Vernon E. Rissler, Deceased
Date: 10/28/99

_____
J. J. MEIER
Date:_____

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
Date:_____

[redacted] [redacted] [redacted]

McMURRY OIL COMPANY

ATTEST:

By:_____
JOHN W. MARTIN, President

_____
Name:_____
Title:_____
Date:_____

Date:_____

FORT COLLINS CONSOLIDATED
ROYALTIES, INC., a Colorado corporation

ATTEST:

By:_____
WILLIAM R. WEEKS, Executive Vice-President

_____
Name:_____
Title:_____
Date:_____

Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

By:_____
MICK McMURRY, President

_____
Name:_____
Title:_____
Date:_____

Date:_____

_____
EDWARD M. WARNER
Date:_____

MARIAN H. ROCHELLE and
CURT ROCHELLE

_____
By: JOHN W. MARTIN, Attorney-in-Fact
Date:_____

_____
VICTOR McMURRY
Date:_____

_____
JAMES V. RISSLER, Personal Representative of the
Estate of Vernon E. Rissler, Deceased
Date:_____

_____
J. J. MEIER
Date: 10-13-99

LEONARD W. ELY, and
SHIRLEY R. ELY, as Trustees of the Ely Trust

_____
By: WILLIAM R. WEEKS, Attorney-in-Fact
Date:_____

ATTEST:

_____

Name:_____

Title:_____

Date:_____

HERAK ENTERPRISES, INC.

By:_____

Name: DONALD H. HERAK

Title: PRESIDENT

Date: 10/26/95

_____

DORIS McMURRY

Date:_____

_____

DEAN J. GEIST

Date:_____

_____

JOE WENZEL

Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____

JOHN W. MARTIN

Date:_____

_____

NEIL A. 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
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____

JOHN W. MARTIN , Attorney-in-Fact

Date:_____

_____

CASEY OSBORN

Date:_____

[redacted] [redacted] [redacted]

ATTEST:

_____
Name:_____
Title:_____
Date:_____

HERAK ENTERPRISES, INC.

By:_____
Name:_____
Title:_____
Date:_____

Doris McMurry
DORIS McMURRY
Date: 10/18/99

DEAN J. GEIST
Date:_____

JOE WENZEL
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. 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
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

CASEY OSBORN
Date:_____

HERAK ENTERPRISES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
DORIS McMURRY
Date:_____

Dean J. Geist
DEAN J. GEIST
Date: 10-30-99

_____
JOE WENZEL
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. 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
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

[redacted] [redacted] [redacted]

ATTEST:

_____
Name:_____
Title:_____
Date:_____

HERAK ENTERPRISES, INC.

By:_____
Name:_____
Title:_____
Date:_____

_____
DORIS McMURRY
Date:_____

_____
DEAN J. GEIST
Date:_____

Joe Wenzel
JOE WENZEL
Date: 10-22-99

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. 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
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

HERAK ENTERPRISES, INC.

ATTEST:

By:_____
Name:_____
Title:_____
Date:_____

Name:_____
Title:_____
Date:_____

_____
DORIS McMURRY
Date:_____

_____
DEAN J. GEIST
Date:_____

_____
JOE WENZEL
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. 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
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]

ATTEST:

_____
Name:_____
Title:_____
Date:_____

HERAK ENTERPRISES, INC.

By:_____
Name:_____
Title:_____
Date:_____

_____
DORIS McMURRY
Date:_____

_____
DEAN J. GEIST
Date:_____

_____
JOE WENZEL
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

Neil A McMurry
NEIL A. McMURRY
Date: 10-21-99

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
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By:_____
JOHN W. MARTIN , Attorney-in-Fact
Date:_____

_____
CASEY OSBORN
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

HERAK ENTERPRISES, INC.

By:_____
Name:_____
Title:_____
Date:_____

_____
DORIS McMURRY
Date:_____

_____
DEAN J. GEIST
Date:_____

_____
JOE WENZEL
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. 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
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: 10/13/99

_____
DIANNE E. GREENE
Date: 10/13/99

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By _____
JOHN W. MARTIN, President
Date: _____

NERD ENTERPRISES, INC.
a Wyoming corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By _____
MICK MCMURRY, President
Date: _____

_____
EDWARD M. WARNER
Date: _____

602

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By_____
JOHN W. MARTIN, President
Date:_____

NERD ENTERPRISES, INC.
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By_____
MICK MCMURRY, President
Date:_____

_____
EDWARD M. WARNER
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:_____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

_____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

By_____
JOHN W. MARTIN, President
Date:_____

_____
Name:
Title:
Date:

NERD ENTERPRISES, INC.
a Wyoming corporation

ATTEST:

By_____
MICK MCMURRY, President
Date:_____

_____
Name:
Title:
Date:

_____
EDWARD M. WARNER
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:_____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By_____
JOHN W. MARTIN, President
Date: 11/3/95

NERD ENTERPRISES, INC.
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By_____
MICK MCMURRY, President
Date:_____

_____
EDWARD M. WARNER
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:_____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By_____
JOHN W. MARTIN, 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
Date:_____

606

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:_____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

ATTEST:

By:_____
Name:_____
Title:_____
Date:_____

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY
a Wyoming corporation

ATTEST:

By_____
JOHN W. MARTIN, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.
a Wyoming corporation

ATTEST:

By_____
MICK MCMURRY, President
Date:_____

_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date: 10/19/99

RATIFYING PARTIES

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

MCNIC OIL & GAS COMPANY
a Michigan corporation

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

NORWEST BANK COLORADO, N.A.

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
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 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

NOTARY PUBLIC WAYNE COUNTY, MICH.

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: October 26, 1999

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NORWEST BANK COLORADO, N.A.

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
JOHN W. MARTIN, President
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]

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:_____

ATTEST:

THOMAS M. FONCANNON
Name: Thomas M. Foncannon
Title: Senior Vice President
Date: 11-4-99

NORWEST BANK COLORADO, N.A.

By: J.T. Reagan
Name: J.T. REAGAN
Title: VICE PRESIDENT
Date: 11-04-99

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
JOHN W. MARTIN, President
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: _____
_____

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:_____

ATTEST:

NORWEST BANK COLORADO, N.A.

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

McMURRY OIL COMPANY

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date: 11/3/99

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 as both a working interest and overriding royalty interest owner, and as a Ratifying Party, 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 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 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 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 as both a working interest and overriding royalty interest owner, and as a Ratifying Party, 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.

WITNESS MY HAND AND OFFICIAL SEAL.

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

My Commission Expires: 11-1-2002

_____
Notary Public
Address: 5705 Sherwood 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 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 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 as both a working interest and overriding royalty interest owner, and as a Ratifying Party, 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 as both a working interest and overriding royalty interest owner, 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

_____
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 as both a working interest and overriding royalty interest owner, and as a Ratifying Party, 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 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 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 VanNorte
Notary Public
Address: 1775 Sherman #1400
Denver CO 80203

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Marian H. Rochelle, this 5th day of November, 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

Diana E Greene
Notary Public
Address: 5905 Green Meadows Drive
Cheyenne, WY 82001

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Curt Rochelle, this 5th day of November, 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

Diana 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 Victor McMurry also known as Victor L. McMurry, as a working 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 James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler, deceased, 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 J.J. Meier, 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 Marian H. Rochelle and Curt Rochelle, 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 Victor McMurry also known as Victor L. McMurry, as a working interest owner, this 18th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

5/15/02

Mary L. Lafferd
Notary Public
Address: Pinedale, Wyoming
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler, deceased, 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 J.J. Meier, 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 Marian H. Rochelle and Curt Rochelle, 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 Victor McMurry also known as Victor L. McMurry, as a working interest owner, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Tennessee)
) ss.
COUNTY OF Coffee)

The foregoing instrument was acknowledged before me by James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler, deceased, this 28 day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
04-14-2003

_____
Notary Public
Address: 588 Country Club Dr
Manchester, Tn 37355

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by J.J. Meier, 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 Marian H. Rochelle and Curt Rochelle, 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 Victor McMurry also known as Victor L. McMurry, as a working 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 James V. Rissler, Personal Representative of the Estate of Vernon E. Rissler, deceased, 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 J.J. Meier, this 18th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires Mar. 28, 2000

My Commission Expires:
March 28, 2000

_____
Notary Public
Address: Casper Wy

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks as Attorney-in-Fact for Leonard W. Ely, and Shirley R. Ely as Trustees of the Ely Trust, this 13th 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: 5605 Green Meadow
Cheyenne, Wy 82001

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Herak Enterprises, Inc., a _____ 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 Doris McMurry, as a working 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 Dean J. Geist, 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 Attorney-in-Fact for Leonard W. Ely, and Shirley R. Ely as Trustees of the Ely Trust, this___ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

The foregoing instrument was acknowledged before me by DONALD W. HERAK, as PRESIDENT of Herak Enterprises, Inc., a WASHINGTON corporation on behalf of the corporation this 26th day of OCTOBER, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC STATE OF WASHINGTON
TERRY M. KELLY
Commission Expires AUG. 1, 2001

My Commission Expires:
8/1/2001

_____
Notary Public
Address: 717 W. SPRAGUE AVE.
SPOKANE, WA. 99201-0466

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Doris McMurry, as a working 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 Dean J. Geist, 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 Attorney-in-Fact for Leonard W. Ely, and Shirley R. Ely as Trustees of the Ely Trust, 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 Herak Enterprises, Inc., a _____ 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 Doris McMurry, as a working interest owner, this 18 day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 19, 2002

NOTARY PUBLIC
LINDA J. ROCK
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov. 19, 2002

Linda J. Rock
Notary Public
Address: P.O. Box 127
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dean J. Geist, 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 Attorney-in-Fact for Leonard W. Ely, and Shirley R. Ely as Trustees of the Ely Trust, 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 Herak Enterprises, Inc., a _____ 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 Doris McMurry, as a working 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 Dean J. Geist, this 30 day of OCT, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
JULY 12TH 2001

William M Spicer
Notary Public
Address: 301 THELMA DR
CASPER, WY 82609

WILLIAM M. SPICER - Notary Public
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JULY 12, 2001

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Joe Wenzel, this 22 day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public
LINDA J. ROCK
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 19, 2002

Linda J. Rock
Notary Public
Address: 7686 W. Chalk Creek
Casper, WY 82604

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, 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, 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 Joe Wenzel, 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.

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, 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 L. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Neil A. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, 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:
My Commission Expires 11/30/2002

_____
Notary Public
Address: 370 17th St #3020
Denver, Colo 80202

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Joe Wenzel, 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, 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, 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 29 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

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 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 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)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Lauren E. Major
Notary Public
Address: 1775 Sherman St #1400
Denver, Co 80203

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 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 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. Mass
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

[redacted] [redacted] [redacted]

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 _____, 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 _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of Norwest Bank Colorado, N.A. a national banking association on behalf of the association 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 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 _____)
) 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 Norwest Bank Colorado, N.A. a national banking association on behalf of the association 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 26th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
January 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 _____ as _____ of Norwest Bank Colorado, N.A. a national banking association on behalf of the association 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 _____)
) 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 Colorado)
) ss.
City & COUNTY OF Denver)

The foregoing instrument was acknowledged before me by J. T. Reagan as Vice President of Norwest Bank Colorado, N.A. a national banking association on behalf of the association this 4th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Mary A. Anderson
Notary Public
Address: 1740 Broadway
Denver CO 80202

MARY A. ANDERSON NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

LEASE SCHEDULE ----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-125943

	LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
WYW	125943	USA	High Plains Energy	1/1/92	T28N - R108W 6th P.M. Sec. 5: Lots 1-4, S/2S/2 Sec. 6: Lots 1-5, SE/4SW/4, S/2SE/4 Sec. 7: Lots 1-4, E/2, E/2W/2	1,214.13	88	361

93

STIPULATION OF INTERESTS

(USA Lease WYW-125944 and Portion of USA Lease WYW-125943)

This instrument affects only those oil and gas leases described on Exhibit "A", attached hereto, which exhibit is hereby incorporated herein, insofar only as said leases cover those lands described on Exhibit "A" which lands are located in Sublette County, Wyoming.

The leases and lands described on Exhibit "A" are hereinafter referred to as the "Subject Leases 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")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

277694

RECORDED Mar 10, 2000 @ 2:10 PM
IN BOOK 114 Misc PAGE 94
FEES $24.00 Mary Lou Nebeker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy 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
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
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 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")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., 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 Leases insofar as they cover the lands described on Exhibit "A", said lands being hereinafter referred to as the "Subject Lands", and other lands.

2. By Assignment of Overriding Royalty Interest dated and acknowledged June 25, 1993 to be effective April 15, 1992 and recorded in the records of Sublette County, Wyoming on August 12, 1993 in Book 93 of Oil and Gas at page 269A McMurry conveyed a 1.5% of 8/8ths overriding royalty interest in each of the Subject Oil and Gas Leases insofar as it covers the Subject Lands and other lands to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 to be effective April 30, 1992 and recorded in the records of Sublette County on October 1, 1993 in Book 93 of Oil and Gas at page 508, McMurry Oil Company conveyed a 0.50% of 8/8ths overriding royalty interest in each of the Subject Leases insofar as it covers the Subject Lands to John W. Martin.

4. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 to be effective July 1, 1992 and recorded October 1, 1993 in Book 93 of Oil and Gas at page 521 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed an additional 2.295% of 8/8ths overriding royalty interest in each of the Subject Leases insofar as it covers the Subject Lands in the following manner:

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.

5. By Assignment of Overriding Royalty dated and acknowledged 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 531, McMurry Oil Company conveyed an additional 1.4375% of 8/8ths overriding royalty interest in each of the Subject Leases 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%
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 Leases and Lands equal to 5.7325% of 8/8ths.

[redacted] [redacted] [redacted]

6. By Assignment of Oil and Gas Lease dated October 1, 1993 and recorded October 19, 1993 in Book 94 of Oil and Gas at page 59 of the records of Sublette County, Wyoming McMurry conveyed an undivided 50.5% working interest in Lease WYW-125943 insofar only as it covers the Subject Lands as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

The assignment reserved a 4.0% of 8/8ths overriding royalty interest. The intent of the Assignor was to make each of the working interests conveyed subject to a proportionate share of previously created overriding royalty interests totalling 4.0% of 8/8ths so that the net revenue interests of each of the Assignees would be equal to a proportionate share of 83.5% and the remaining 49.5% working interest of Assignor would bear the entire remainder (3.7125% of 8/8ths) of the previously created overriding royalties (*i.e.* 5.7325% - 2.02%), thereby reducing the net revenue interest attributable to Assignor's retained working interest to a proportionate share of 80.0%.

7. By Assignment of Oil and Gas Lease dated October 1, 1993 and recorded in the records of Sublette County on October 19, 1993 in Book 94 of Oil and Gas at page 61, McMurry conveyed an undivided 50.5% of its working interest in Lease WYW-125944, insofar as it covers the Subject Lands as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

The assignment reserved a 4.0% of 8/8ths overriding royalty interest. The intent of the Assignor was to make each of the working interests conveyed subject to a proportionate share of previously created overriding royalty interests totalling 4.0% of 8/8ths so that the net revenue interests of each of the Assignees would be equal to a proportionate share of 83.5% and the remaining 49.5% working interest of Assignor would bear the entire remainder (3.7125% of 8/8ths) of the previously created overriding royalties (*i.e.* 5.7325% - 2.02%), thereby reducing the net revenue interest attributable to Assignor's retained working interest to a proportionate share of 80.0%.

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 each of the Subject Leases insofar as it covers the Subject Lands to Fort Collins Consolidated Royalties, Inc.

9. 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 each of the Subject Leases 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 the Subject Leases, insofar as they cover the Subject 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.

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 Leases insofar as they cover the Subject 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 each of the Subject Leases, insofar as it covers the Subject 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 each of the Subject Leases, insofar as it covers the Subject Lands, from a proportionate share of 83.5% to a proportionate share of 77.5%.

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 all conveyed an undivided 33.333% of their respective interests in the Subject Oil and Gas Leases, insofar as they cover the Subject 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 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 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) neither McMurry nor Nerd conveyed to or reserved from CoEnergy any overriding royalty interest in the Subject Leases and Lands; (b) Fort Collins conveyed an additional 0.301025% of 8/8ths (*i.e.*, 2.5% x 12.041%) overriding royalty interest to CoEnergy in each of the Subject Leases, insofar as it covers the Subject Lands, said overriding royalty to be borne out of Fort Collins' retained 2/3rds of 36.125% (*i.e.*, 24.084%) working interest; and (c) Warner reserved from the interests conveyed by him to CoEnergy an overriding royalty interest equal to 3.5% of 0.667%, or an overriding royalty interest in each of the Subject Leases, insofar as it covers the Subject Lands, equal to 0.023345% of 8/8ths.

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 Leases insofar as they cover the Subject Lands as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in each of the Subject Leases 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 Leases and Lands and as to the manner in which the interests of the Working Interest Owners bear 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 insofar as they cover the Subject Lands are owned by the Working Interest Owners in the undivided percentages described on page one above, said percentage shares being hereby incorporated herein.

2. The overriding royalty interests in the Subject Leases and Lands created by the Assignments of Overriding Royalty Interest described in paragraphs 4 and 5 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionally by the working interests of each of the Working Interest Owners. The 2.0% of 8/8ths overriding royalty interest of John W. Martin in the Subject Leases and Lands created by the Assignments of Overriding Royalty Interest referred to in paragraph Nos. 2 and 3 of the foregoing Recitals is hereby recognized as valid and subsisting and shall be borne by the interests of the Working Interest Owners as follows: 0.2675% of 8/8ths shall be borne proportionately out of the working interest of all of the Working Interest Owners in the Subject Leases and Lands and the remaining 1.7325% shall be borne one-third (1/3) out of the working interest in the Subject Leases and Lands of MCNIC and two-thirds (2/3) out of the working interest in the Subject Leases and Lands of McMurry.

[redacted] [redacted] [redacted]

3. Neil A. McMurry referred to in Recitals 4 and 5 above is one and the same person as Mick McMurry referred to in Recital 9, above.

4. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 9, above, 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 one-third 1/3 out of the working interest of MCNIC in each of the Subject Leases insofar as it covers the Subject Lands and two-thirds (2/3) out of the working interest of Nerd in each of the Subject Leases insofar as it covers the Subject Lands.

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 each of the Subject Leases insofar as it covers the Subject Lands.

6. It is understood and agreed that, with respect to each of the Subject Leases insofar as it covers the Subject Lands, to the extent Fort Collins conveyed both a working interest and an overriding royalty in the Subject Lease and Lands pursuant to the CoEnergy Assignment, the 0.301025% 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 and its successors and assigns.

7. 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 Leases and Lands owned by MCNIC, its successors and assigns including without limitation those parties described in paragraph 13, below.

8. The overriding royalty interest of Edward M. Warner described in Recital 12, above, shall be borne solely out of the working interest in the Subject Leases and Lands of MCNIC.

9. As a result of the conveyances described in the Recitals the net revenue interests attributable to the working interests of the Working Interest Owners in each of the Subject Leases insofar as it covers the Subject Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
MCNIC	33.333%	26.33307%*
McMurry	33.000%	26.400000%
Fort Collins	24.084%	18.364075%*
Nerd	8.250%	6.600%
Warner	1.333%	1.113055%

*Takes into account 0.301025% ORI owned by MCNIC and burdening the Fort Collins working interest.

10. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Leases and Lands as may be necessary to effect the ownership of the Subject Leases 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 Leases 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 Leases 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 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.

14. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Leases and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

15. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Leases and Lands hereby ratifies 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

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

J 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:

[redacted] [redacted] [redacted]

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 Leases 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 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.

14. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Leases and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

15. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Leases and Lands hereby ratifies 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

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: _____

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 Leases 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 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.

14. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Leases and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

15. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Leases and Lands hereby ratifies 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

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:_____

ATTEST:
SEAL
Dianne 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

[redacted] [redacted] [redacted]

ATTEST:

Neil A. McMurry
Name: NEIL A. McMURRY
Title: Sec/Treas
Date: 11-11-99

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: 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
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
By:
Date:

WRW ENERGY CO.
a Colorado General Partnership

By
WILLIAM R. WEEKS, General Partner
Date:

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

EDWARD M. WARNER, an Individual
Date: 11/30/99

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. 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
By:_____
Date:_____

WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

[redacted] [redacted] [redacted]

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: 11/3/99

_____
NEIL A. 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
By:_____
Date:_____

_____
WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

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
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
By:_____
Date: 11-29-99

_____
WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

[redacted] [redacted] [redacted]

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
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
By:_____
Date:_____

_____
WRW ENERGY CO.
a Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date: 10/20/99

Diane E Greene
DIANNE E. GREENE
Date: 10/20/99

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:

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:

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By: Wm R. Weeks
WILLIAM R. WEEKS, Manager
Date: 10/20/99

DIANNE E. GREENE
Date:

Marshall C. Crouch III

MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch

JANE R. CROUCH
Date: 1-24-00

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

Name:
Title:
Date:

By:
Name:
Title:
Date:

EDWARD M. WARNER
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:
Name:
Title:
Date:

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

DIANNE E. GREENE
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By:
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

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:

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

[redacted] [redacted] [redacted]

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:

EDWARD M. WARNER
Date: 4/30/99

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:

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
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:_____

EDWARD M. WARNER
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:_____
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:_____

[redacted] [redacted] [redacted]

ATTEST:

W Todd Berryman
Name: W TODD BERRYMAN
Title: VP
Date: 12/6/99

NORWEST BANK COLORADO, N.A.

By: J. T. Reagan
Name: J.T. REAGAN
Title: VICE PRESIDENT
Date: 12/6/99

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.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

NORWEST BANK COLORADO, N.A.

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

_____
Name: _____
Title: _____
Date: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by Daniel L. Schiffer, 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.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

NORWEST BANK COLORADO, N.A.

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
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: _____
_____

STATE OF Colorado)
) 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 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
My Commission Expires 11/30/2002

Lynette Y. Johnson
Notary Public
Address: 370 17th St. #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.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____
_____

NORWEST BANK COLORADO, N.A.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
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: _____
_____

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.

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 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

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, 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

Notary Public
Address: P.O. Box 949
Casper, WY 82602

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 30th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
~~January 22~~ 2001

Donna M Van Peter
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 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 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.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: My Commission Expires 11/30/2002

_____

Lynette Y. Johnson
Notary Public
Address: 370 17th St #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 Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by John W. Martin as Attorney-in-Fact for Joseph J. Sabel, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Cindy A. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Anmita Kalum, 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, 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 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

_____
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 16, 2001

Warren E. Mayes
Notary Public
Address: 1775 Sherman St #1400
Denver, CO 80203

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 JANAURY, ~~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 _____, 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 _____)
) 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 Street
Detroit, MI 48226

NOTARY PUBLIC MACOMB CO., 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: _____
_____

[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 _____)
) 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

NOTARY PUBLIC OF OKLAHOMA

125944.STT

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company, 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 _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Norwest Bank Colorado, N.A., a national banking association, on behalf of the association, 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 Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company, this _____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

_____

STATE OF Colorado)
) ss.
City < COUNTY OF Denver)

The foregoing instrument was acknowledged before me by J. T. Reagan, as Vice President of Norwest Bank Colorado, N.A., a national banking association, on behalf of the association, this 6th day of December, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires August 30, 2001

MARY A. ANDERSON NOTARY PUBLIC STATE OF COLORADO

Mary A. Anderson
Notary Public
Address: Mary A. Anderson
Notary Public
Norwest Bank Denver, N.A.
1740 Broadway
Denver, CO 80274-8699

EXHIBIT "A"

LEASE SCHEDULE ----PAGE 1 OF 1
STATE OF WYOMING COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning USA Oil and Gas Lease WYW-125944 and a portion of USA Oil and Gas Lease WYW-125943

	LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
WYW	125943	USA	High Plains Energy	1/1/92	T28N - R108 6th P.M. Sec 18: Lots 1-4, E2, E/2W/2	640±	88	361
WYW	125944	USA	High Plains Energy	1/1/92	T28N - R108 6th P.M. Sec 8: ALL T29N - R108W 6th P.M. Sec 32: ALL Sec 33: ALL	1920	88	363

STIPULATION OF INTERESTS

(USA Lease WYW-57521)

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")

Catherine M. Martin and John W. Martin,
joint tenants
1811 Miracle Drive
Casper, WY 82609 ("Martin Joint Tenants")

Neil A. McMurry, also known as Mick McMurry
991 Stafford
Casper, WY 82609

277695

RECORDED MAR 10, 2000 @ 2:10 P M
IN BOOK 114, 0+6 PAGE 129
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoke

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

Doris McMurry
204 West 15th Street
Casper, WY 82601 ("Doris")

W.N. McMurry as Trustee of the
W.N. McMurry Revocable Trust
under Trust Agreement dated
May 19, 1993
204 West 15th Street
Casper, WY 82601 ("McMurry Trust")

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")

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
P.O. 1363
Cheyenne, WY 82003 ("Fort Collins")

Nerd Enterprises, Inc.
a Wyoming corporation
P.O. Box 949
Casper, WY 82602 ("Nerd")

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 insofar at it covers the lands described on Exhibit "A," said lands being hereinafter referred to as the "Subject Lands," and other lands.

2. By Assignment of Overriding Royalty Interest dated effective April 15, 1992 and recorded in the records of Sublette County, Wyoming on May 27, 1993 in Book 92 of Oil and Gas at Page 323, McMurry conveyed a 2.0% of 8/8ths overriding royalty interest in the Subject Lease insofar as it covers the Subject Lands, and other lands, to the following parties in the amounts indicated:

John W. Martin	0.50%
Neil A. McMurry	0.50%
Doris McMurry	0.25%
McMurry Limited Partnership	0.25%
James W. Curry	0.25%
Joseph J. Scott	0.25%

3. By Assignment of Oil and Gas Lease dated May 14, 1993 and not recorded in the records of Sublette County, Wyoming, McMurry conveyed an undivided 50.5% working interest in the Subject Lease, insofar only as it covers the Subject Lands, as follows:

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%

The assignment reserved no overriding royalty interest.

4. By Assignment of Overriding Royalty Interest dated March 21, 1994, but effective March 1, 1994, and recorded April 20, 1994 in Book 96 of Oil and Gas at Page 418 of the records of Sublette County, Wyoming, American Hunter Exploration, Ltd. assigned to McMurry all its 2.5% overriding royalty interest in the Subject Lease and Lands.

5. By Assignment of Overriding Royalty Interest executed September 15, 1994 but effective as of April 1, 1994, and recorded September 20, 1994 in Book 99 of Oil and Gas at Page 95 of the records of Sublette County, Wyoming, McMurry assigned a total 2.5% of 8/8ths overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

Nerd	0.61875%
Fort Collins	0.593750%
Warner	0.050000 %
McMurry Trust	0.61875%
Martin Joint Tenants	0.61875%

The assignment incorrectly referred to Fort Collins as "Fort Collins Consolidated Royalties" instead of "Fort Collins Consolidated Royalties, Inc., a Colorado corporation" and incorrectly referred to the McMurry Trust as "W.N. McMurry Revocable Trust" instead of "W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust under Trust Agreement dated May 19, 1993".

6. 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, insofar as it covers the Subject 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, insofar as it covers the Subject Lands, from a proportionate share of 78% to a proportionate share of 72%.

7. 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, insofar as it cover the Subject Lands, to Fort Collins Consolidated Royalties, Inc.

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 the Subject Lease, insofar as it covers the Subject 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%.

9. As a result of the CoEnergy Assignment: (a) Fort Collins conveyed an additional 0.96328% of 8/8ths (i.e., 8% 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 conveyed an additional 0.33% of 8/8ths (i.e., 2% x 16.5%) overriding royalty interest to CoEnergy in the Subject Lease and Lands, said overriding royalty to be borne out of McMurry's retained 2/3 of 49.5% (i.e., 33%) working interest; (c) Nerd conveyed an additional 0.0825% of 8/8ths (i.e., 2% x 4.125%) overriding royalty interest to CoEnergy in the Subject Lease and Lands, said overriding royalty to be borne out of Nerd's retained 2/3 of 12.375% (i.e., 8.25%) working interest; and (d) Warner conveyed an additional 0.01334% of 8/8ths (i.e., 2% x 0.667%) overriding royalty interest to CoEnergy in the Subject Lease and Lands, said overriding royalty to be borne by Warner's retained 2/3 of 2% (i.e., 1.33333%) working interest.

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 the Subject Lease and Lands, as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in the Subject Lease were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

11. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC."

12. 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 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 2, 4 and 5 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. Moreover, the overriding royalty interest described in Recital 5 above as being assigned by McMurry is the same 2.5% overriding royalty which McMurry acquired from American Hunter Exploration, Ltd. in the assignment described in Recital 4 above and is not a new overriding royalty interest carved out of McMurry's working interest. In the Assignment of Overriding Royalty described in Recital 5:(a) the 0.59375% overriding royalty purportedly assigned by McMurry to "Fort Collins Consolidated Royalties" shall be deemed to have been assigned to "Fort Collins Consolidated Royalties, Inc., a Colorado corporation"; and (b) the 0.61875% overriding royalty purportedly assigned to the "W.N. McMurry Revocable Trust" shall be deemed to have been assigned to "W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust under Trust Agreement dated May 19, 1993". The overriding royalties acquired by Fort Collins, Nerd and Warner by virtue of the Assignment of Overriding Royalty described in Recital 5 have not merged into their respective working interests.

3. The overriding royalty interests of WRW Energy Co. and Dianne E. Greene referred to in Recital 6 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.

4. 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.

5. The 24.084% working interest of Fort Collins in the Subject Lease and Lands shall bear all of a 0.96328% of 8/8ths overriding royalty interest belonging to MCNIC and referred to in Recital 9 above; the 33.00% working interest of McMurry in the Subject Lease and Lands shall bear all of a 0.33% of 8/8ths overriding royalty interest belonging to MCNIC and referred to in Recital 9 above; the 8.25% working interest of Nerd in the Subject Lease and Lands shall bear all of a 0.0825% of 8/8ths overriding royalty interest belonging to MCNIC and referred to in Recital 9 above; and the 1.333% working interest of Warner in the Subject Lease and Lands shall bear all of a 0.01334% of 8/8ths overriding royalty interest belonging to MCNIC and referred to in Recital 9 above.

6. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 10, 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 described in paragraph 11, below.

7. 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%	26.33307%*
McMurry	33.000%	25.41000%
Fort Collins	24.084%	16.37720%
Nerd	8.250%	6.35250%
Warner	1.333%	1.02640%

*Takes into account 1.38912% ORI owned by MCNIC and burdening the other working interests in the amounts specified in Paragraph 4 above.

8. 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 without limitation 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 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.

9. 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.

10. 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.

11. 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.

12. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Lease and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

13. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Lease and Lands hereby ratifies 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: 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, a Wyoming corporation

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:

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.

9. 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.

10. 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.

11. 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.

12. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Lease and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

13. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Lease and Lands hereby ratifies 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

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____

Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY, a Wyoming corporation

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:_____

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.

9. 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.

10. 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.

11. 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.

12. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Lease and Lands hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

13. Norwest Bank Colorado, N.A. in its capacity as a lien holder on the working interest of McMurry in the Subject Lease and Lands hereby ratifies 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

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY, a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:
SEAL
Lynne E Greene
Asst Secretary
Date: 10/13/99

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

[redacted] [redacted] [redacted]

ATTEST:

Mick McMurry
Name: Mick McMurry
Title: SEC/TREAS
Date: 10-21-99

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: Mick McMurry
MICK McMURRY, President
Date: 10-21-99

EDWARD M. WARNER, an Individual
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:

CATHERINE M. MARTIN
Date:

Neil A. McMurry
NEIL A. McMURRY, a/k/a MICK McMURRY
Date: 10-21-99

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date:

WRW ENERGY CO.

By:
WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

MARSHALL C. CROUCH III
Date:

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date: 10/19/99

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
CATHERINE M. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry
Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

[redacted] [redacted] [redacted]

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: 11/3/99

CATHERINE M. MARTIN
Date: 11/3/99

NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date: 11/3/99

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE E. GREENE
Date:_____

MARSHALL C. CROUCH III
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:_____

Catherine M. Martin
CATHERINE M. MARTIN
Date: 2-15-2000

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
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:_____

_____
CATHERINE M. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date: 10/13/99

_____
MARSHALL C. CROUCH III
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:_____

_____
CATHERINE M. MARTIN
Date:_____

_____
NEIL A. McMURRY, a/k/a MICK McMURRY
Date:_____

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
W.N. McMURRY as Trustee of the W.N. McMurry
Revocable Trust u/t/a dated May 19, 1993
McMURRY LIMITED PARTNERSHIP

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

WRW ENERGY CO.

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch

JANE R. CROUCH
Date: 1-24-00

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: _____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
MICK McMURRY, President
Date: _____

_____
EDWARD M. WARNER, an Individual
Date: _____

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

JANE R. CROUCH
Date:

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

By:
Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

By:
Name:
Title:
Date:

WILLIAM R. WEEKS, Executive Vice-President

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

By:
Name:
Title:
Date:

MICK McMURRY, President

EDWARD M. WARNER, an Individual
Date:

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

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:

[redacted] [redacted] [redacted]

JANE R. CROUCH
Date:

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Name:
Title:
Date:

By:
Name:
Title:
Date:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/13/99

By: [signature]
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

Name:
Title:
Date:

By:
MICK McMURRY, President
Date:

EDWARD M. WARNER, an Individual
Date:

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Name:
Title:
Date:

By:
Name:
Title:
Date:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

Name:
Title:
Date:

By:
Name:
Title:
Date:

JANE R. CROUCH
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:

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:

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Name:
Title:
Date:

By:
Name:
Title:
Date:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

Name:
Title:
Date:

By:
Name:
Title:
Date:

[redacted] [redacted] [redacted]

JANE R. CROUCH
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:_____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date: 10/19/99

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

JANE R. CROUCH
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:_____

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

RATIFYING PARTIES

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: October 26, 1999

WEEKS OIL PROPERTIES, LLC
a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 10/13/99

NORWEST BANK COLORADO, N.A.

ATTEST:

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

WEEKS OIL PROPERTIES, LLC
a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date:_____

NORWEST BANK COLORADO, N.A.

ATTEST:

Thomas M. Foncannon
Name: THOMAS M. FONCANNON
Title: SENIOR VICE PRESIDENT
Date: 11/4/99

By: J. T. Reagan
Name: J. T. REAGAN
Title: VICE PRESIDENT
Date: 11-04-99

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

WEEKS OIL PROPERTIES, LLC
a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date:_____

NORWEST BANK COLORADO, N.A.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22nd day of October 1999, 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.

WITNESS my hand and official seal.

My commission expires:

05/10/01

_____
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

NOTARY PUBLIC - MICHIGAN - WAYNE COUNTY

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

WEEKS OIL PROPERTIES, LLC
a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date:_____

NORWEST BANK COLORADO, N.A.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3RD day of November 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

My Commission Expires 11/30/2002

Lynette Johnson
Notary Public
Address: 320 14th St #3020
Denver, Colorado 80202

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 13th day of October 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner.

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 Meadow Dr
Cheyenne, WY 82001

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation as both a working interest and 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 this _____day of _____ 1999, by Edward M. Warner, an individual, as both a working interest and 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 this _____day of _____ 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation as both a working interest and 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 this 21st day of October 1999, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner.

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 this _____day of _____ 1999, by Edward M. Warner, an individual, as both a working interest and 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 this _____day of _____ 1999, by John W. Martin.

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 this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation as both a working interest and 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 this _____day of _____ 1999, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation as both a working interest and overriding royalty interest owner.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19 day of Oct 1999, by Edward M. Warner, an individual, as both a working interest and overriding royalty interest owner.

WITNESS my hand and official seal.

My commission expires:

Jan 22, 2001

Donna M VanHoeter
Notary Public
Address: 1775 Sherman #1400
Denver CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation as both a working interest and 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 this _____day of _____ 1999, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation as both a working interest and 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 this _____day of _____ 1999, by Edward M. Warner, an individual, as both a working interest and overriding royalty interest owner.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of November 1999, by John W. Martin.

WITNESS my hand and official seal.

My Commission expires:

My Commission Expires 11/30/2002

Lynette Johnson
Notary Public
Address: 370 17th St #3020
Denver, Colo 80202

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

STATE OF ALABAMA)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY 2000 ~~1999,~~ by Catherine M. Martin.

WITNESS my hand and official seal.

My commission expires:

[redacted]

Notary Public
Address: P.O BOX 244040
MONTGOMERY AL 36124-4040

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry, a/k/a Mick McMurry.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, and McMurry Limited Partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Catherine M. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 21st day of October 1999, by Neil A. McMurry, a/k/a Mick McMurry.

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: 1406 Cody Ave.
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, and McMurry Limited Partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Catherine M. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry, a/k/a Mick McMurry.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of Novembe 1999, by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Neil A. McMurry, as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, and McMurry Limited Partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission Expires 11/30/2002

Notary Public
Address: 320 14th St #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Catherine M. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry, a/k/a Mick McMurry.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, and McMurry Limited Partnership.

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 this 13th day of October 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

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 Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of October 1999, by Dianne E. Greene.

WITNESS my hand and official seal.

My commission expires:
April 18, 2001

Warren E. Major
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Marshall C. Crouch III.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Jane R. Crouch.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of MCNIC Oil & Gas Company, a Michigan corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Dianne E. Greene.

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 this 24TH day of JANUARY 2000 1999, by Marshall C. Crouch III.

WITNESS my hand and official seal.

My commission expires:

APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN STREET, SUITE #1400
DENVER, COLORADO 80203

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

The foregoing instrument was acknowledged before me this 24TH day of JANUARY 2000 1999, by Jane R. Crouch.

WITNESS my hand and official seal.

My commission expires:

APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of MCNIC Oil & Gas Company, a Michigan corporation.

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 this _____day of _____ 1999, by Dianne E. Greene.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Marshall C. Crouch III.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Jane R. Crouch.

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 this 22nd day of October 1999, by Daniel L. Schiffer Vice, ~~as~~ President of MCNIC Oil & Gas Company, a Michigan corporation.

WITNESS my hand and official seal.

My commission expires:

05/10/01

Andrea L. Campau
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

ANDREA L. C... NOTARY PUBLIC ... WAYNE COUNTY, MICH.

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 26th day of October 1999, by J. D. Barnes, as ~~President~~ Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation.

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 this _____ day of _____ 1999, by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 1999, by _____, as _____ of Norwest Bank Colorado, N.A.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of Williams Production Rocky Mountain Company, a Delaware corporation.

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 this 13th day of October 1999, by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 1, 2002

Diane E Greene
Notary Public
Address: 5905 Tree Meadow Dr
Cheyenne, WY 82001

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as _____ of Norwest Bank Colorado, N.A.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of Williams Production Rocky Mountain Company, a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
City of COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 4th day of November 1999, by J. T. Bergen, as Vice President of Norwest Bank Colorado, N.A.

WITNESS my hand and official seal.

My commission expires:

8/30/2001

Mary A. Anderson
Notary Public
Address: 1740 Broadway
Denver CO 80202

MARY A. ANDERSON NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A" - LEASE SCHEDULE

to that certain Stipulation of Interests concerning USA Oil and Gas lease WYW-57521

State of Wyoming, County of Sublette

Lease No.	Lessor	Lessee	Date	Description	Acres	Recorded Book	Recorded Page
WYW-57521	United States of America	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 3: Lots 1-4, S/2S/2 Section 4: Lots 1-4, S/2S/2 Section 10: All	1,280±	81	86

L67

STIPULATION OF INTERESTS

(Portion of U.S.A. Oil and Gas Lease WYW-130730)

This instrument affects only that 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.

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")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

277696

RECORDED MAR 10, 2000 10:20 AM
IN BOOK 114 O+G PAGE 168
FEES $24.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hooper

[redacted] [redacted] [redacted]

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")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., 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 insofar as it covers the lands described on Exhibit "A", said lands being hereinafter referred to as the "Subject Lands", and other lands.

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 the Subject Lease 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 the Subject Lease 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 the Subject Lease 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 of Oil and Gas at page 97, McMurry conveyed an undivided 50.5% of its leasehold interest in the Subject Lease and Lands (*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%.

[redacted] [redacted] [redacted]

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 the Subject Lease insofar as it covers the Subject 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 the Subject Lease 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 the Subject Lease insofar as it covers the Subject 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 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, insofar as it covers the Subject 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 aforementioned oil and gas lease 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, insofar as it covers the Subject Lands, from a proportionate share of 83.5% to a proportionate share of 77.5%.

9. 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 Oil and Gas Lease, insofar as it covers the Subject 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%.

10. As a result of the CoEnergy Assignment: (a) neither McMurry nor Nerd conveyed to or reserved from CoEnergy any overriding royalty interest in the Subject Lease and Lands; (b) Fort Collins conveyed an additional 0.301025% of 8/8ths (*i.e.*, 2.5% x 12.041%) overriding royalty interest to CoEnergy in the Subject Lease, insofar as it covers the Subject Lands, said overriding royalty to be borne out of Fort Collins' retained 2/3rds of 36.125% (*i.e.*, 24.084%) working interest;

and (c) Warner reserved from the interests conveyed by him to CoEnergy an overriding royalty interest equal to 3.5% of 0.667%, or an overriding royalty interest in the Subject Lease, insofar as it covers the Subject Lands, equal to 0.023345% of 8/8ths.

11. 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, 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.

12. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

13. 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 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, insofar as it covers the Subject Lands, are owned by the Working Interest Owners in the undivided percentages described on page one 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 and 4 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionally by the working interests of each of the Working Interest Owners. The 2.0% of 8/8ths overriding royalty interest of John W. Martin in the Subject Lease and Lands created by the Assignment of Overriding Royalty Interest referred to in paragraph No. 2 of the foregoing Recitals is hereby recognized as valid and subsisting and shall be borne by the interest of the Working Interest Owners as follows: 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 one-third (1/3) out of the working interest in the Subject Lease and Lands of MCNIC and two-thirds (2/3) out of the working interest in the Subject Lease and Lands of McMurry.

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, above.

4. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 7, above, was a 0.433125% of 8/8ths overriding royalty as to the Subject Lease and Lands and not a 0.0433125% of 8/8ths interest. Said overriding royalty 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 Nerd in the Subject Lease, insofar as it covers the Subject Lands.

5. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene referred to in Recital 8, 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, insofar as it covers the Subject 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 overriding royalty conveyed to CoEnergy shall NOT be deemed to have merged into the working interest conveyed to CoEnergy. Such 0.301025% of 8/8ths overriding royalty belongs to MCNIC and shall constitute a separate and distinct burden upon the retained 24.084% working interest in the Subject Lease and Lands of Fort Collins and its successors and assigns.

[redacted] [redacted] [redacted]

7. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 11, 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.

8. The overriding royalty interest of Edward M. Warner described in Recital 10, above, shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC.

9. As a result of the conveyances described in the Recitals the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Lease, insofar as it covers the Subject Lands, are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
MCNIC	33.333%	26.33307%*
McMurry	33.000%	26.400000%
Fort Collins	24.084%	18.364075%*
Nerd	8.250%	6.600%
Warner	1.333%	1.113055%

*Takes into account 0.301025% ORI owned by MCNIC and burdening the Fort Collins working interest.

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 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.

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 Leases 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 and 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 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.

14. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Lease and Lands 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:

OVERRIDING ROYALTY INTEREST OWNERS

_____
EDWARD M. WARNER, an Individual
Date:

_____
JOHN W. MARTIN
Date:

_____
NEIL A. 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: 11/3/99

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:

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. 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:

Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

WILLIAM R. WEEKS, Executive Vice-President
Date: 10/20/99

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
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
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:

_____
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:

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date: 11/30/99

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date:_____

_____
NEIL A. 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 Colorado 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:_____

_____
EDWARD M. WARNER
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:_____

_____
DIANNE E. GREENE
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

_____ By:_____
Name:_____ Name:_____
Title:_____ Title:_____
Date:_____ Date:_____

_____
EDWARD M. WARNER
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 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:

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

_____ By:_____
Name:_____ Name:_____
Title:_____ Title:_____
Date:_____ Date:_____

_____
EDWARD M. WARNER
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 Colorado General Partnership

By_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
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 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: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

_____
EDWARD M. WARNER
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 Colorado 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:_____

EDWARD M. WARNER
Date: 11/30/99

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

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. Gampau
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: _____

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

By:_____ J.D. Barnes
Name:_____ Attorney-in-Fact
Title:_____ December 7, 1999
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: _____
_____

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: _____
_____

[redacted] [redacted] [redacted]

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

By:_____
Name:_____
Title:_____
Date:_____

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By: L. P. Weeks
WILLIAM R. WEEKS, Manager
Date: 10/20/99

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: _____
_____

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

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: _____
_____

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, Colo. 80202

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.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-2002

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

Dianne F 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 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 _____)
) 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 14th 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, 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: _____
_____

[redacted] [redacted] [redacted]

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, 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:
MY COMMISSION EXPIRES
3/31/2003

Sharon E Lewis
Notary Public
Address: 1775 Sherman St, #1404
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 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, 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 [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

Lynette Y. Johnson
Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

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 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 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 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 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 Kaum, 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: _____
_____

[redacted] [redacted] [redacted]

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 _____)
) 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 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 _____)
) 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

Diane 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. Majs
Notary Public
Address: 1775 Sherman St #1900
Denver, CO 80203

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 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 Dianne E. Greene, 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: APRIL 18, 2001

Warren E. Maj
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. Maj
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by 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: _____
_____

[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 _____)
) 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 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

NOTARY PUBLIC ... WAYNE COUNTY, MICHIGAN ... ACTING IN ... COUNTY

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 P. O. Box 3102, Tulsa, OK 74101
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company, 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 _____ 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 William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company, this 20th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-1-

DIANE 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

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING, COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning a portion of U.S.A. Oil and Gas Lease WYW-130730

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-130730[1]	USA	McMURRY OIL COMPANY	12/03/91	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1, 2, S/2SE/4 SEC. 3: LOTS 1, 2, S/2SE/4 SEC. 12: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2NW/4, SE/4	94	461

[1]That portion of Lease WYW-130730 lying in Section 12, Township 28 North, Range 109 West, 6th P.M. and other lands has been segregated into Lease WYW-141883, which lease insofar as it covers said Section 12, is hereby specifically included in this exhibit.

STIPULATION OF INTERESTS

(State of Wyoming Oil and Gas Lease 90-00365)

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 the 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 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")

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

277697

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IN BOOK 114 O+G PAGE 203
FEES $8.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

Joseph J. Scott
P.O. Box 977
Pinedale, WY 82941 ("Scott")

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")

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 ("M. Crouch")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
150 W. Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993
1401 17th Street, Suite 1430
Denver, CO 80202 ("Warner Trust")

Amoco Production Company
a Delaware corporation
With an address of
P.O. Box 3092
Houston, TX 77253-3092 ("Amoco")

RECITALS

1. State of Wyoming Oil and Gas Lease 90-00365 issued effective June 2, 1990 to Wold Oil & Gas Company covering the Subject Lease and Lands located in Sublette County, Wyoming.

2. By Assignment dated February 18, 1993 and recorded February 25, 1993 in Book 92 of Oil and Gas at Page 7 of the records of Sublette County, Wold Oil & Gas Company assigned all its right, title and interest in the Subject Lease and Lands to McMurry, reserving a 2.5% of 8/8ths overriding royalty interest, so that the lease had a net revenue interest of 80.8333% when it was acquired by McMurry.

3. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of May 30, 1992 and recorded in the records of Sublette County on October 4, 1993 in Book 93 of Oil and Gas at Page 656, McMurry Oil Company conveyed a 0.6% of 8/8ths overriding royalty interest in the Subject Lease and Lands to John W. Martin.

4. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of July 1, 1992 and recorded October 4, 1993 in Book 93 of Oil and Gas at Page 670 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed the following additional overriding royalty interests in the Subject Lease and Lands, totalling 0.835%, to the following parties:

Doris McMurry	0.115%
Neil A. McMurry	0.090%
Victor L. McMurry	0.090%
Susan Anne Samuelson	0.090%
Carol J. McMurry	0.090%
Gayle L. Kinnison	0.090%
Gary R. Wenzel	0.090%
Kelly Sue Mortimer	0.090%
McMurry Limited Partnership	0.090%

5. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of July 1, 1992 and recorded October 4, 1993 in Book 93 of Oil and Gas at Page 664, McMurry Oil Company conveyed the following additional overriding royalty interests in the Subject Lease and Lands, totalling 0.8125%, to the following parties:

Neil A. McMurry	0.2500%
Joseph J. Scott	0.2500%
James W. Curry	0.2500%
Casey Osborn	0.0625%

making the total overriding royalty interest created by McMurry Oil Company in the Subject Lease and Lands equal to 2.2475% of 8/8ths, plus the 2.5% reserved to the original lessee.

6. By Conveyance, Assignment and Bill of Sale 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 45, McMurry Oil Company 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%

The document states that the assignees are subject to their proportionate shares of landowner's royalty of 16.667% and overriding royalties totalling 4.5%. The retained 49.5% interest of the assignor, McMurry Oil Company, remained subject to a proportionate share of the 16.667% landowner's royalty and overriding royalties totaling 5.0%.

7. 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.

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 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 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%. This assignment was made subject to, among other agreements, that certain Farmout Agreement dated June 17, 1994, as amended (the "Farmout Agreement") between McMurry, Nerd, Fort Collins and Warner as farmors and Snyder Oil Company (predecessor in interest to Amoco), as farmee.

9. Pursuant to the CoEnergy Assignment the following overriding royalties in the Subject Lease and Lands were conveyed to CoEnergy out of the retained working interests of McMurry, Nerd, Fort Collins and Warner in order to preserve CoEnergy's proportionate share of an 80% net revenue interest:

(a)	By McMurry:	(80% - 78.333%) x 16.5% or	0.275055% of 8/8ths;
(b)	By Fort Collins:	(80% - 78.833%) x 12.041% or	0.140518% of 8/8ths;
(c)	By Nerd:	(80% - 78.833%) x 4.125% or	0.048139% of 8/8ths;
(d)	By Warner:	(80% - 78.833%) x 0.667% or	0.007784% of 8/8ths
		Total:	0.471496% of 8/8ths

The effect of the CoEnergy Assignment was to reduce the Net Revenue interest ("NRI") attributable to the retained working interest of each of the Assignors as follows:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

McMurry: from a proportionate share of 78.333% to a proportionate share of 77.50 (*i.e.*, 77.50 of 33.0%)

Fort Collins: from a proportionate share of 78.833% to a proportionate share of 78.25% (*i.e.*, 78.25 x 24.084%)

Nerd: from a proportionate share of 78.833% to a proportionate share of 78.25% (*i.e.*, 78.25 x 8.25%)

Warner: from a proportionate share of 78.833% to a proportionate share of 78.25% (*i.e.*, 78.25 x 1.333%).

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 the Subject Lease and Lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in the Subject Lease were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease and were subject to the prior obligation to assign working interests under the Farmout Agreement. At the time of the assignment and after giving effect to its obligations under the Farmout Agreement, CoEnergy was entitled to the following working interest in the Subject Lease and Lands:

(a) From the surface to the base of the Mesa Verde formation: 17.333%

(b) Below the base of the Mesa Verde formation: 33.333%

11. By Stipulation of Interests and Partial Assignment of Oil and Gas Lease dated April 4, 1997 to be effective as of first production of hydrocarbons from the Stud Horse Butte 4-36 Well located in the NW/4NW/4 of Section 36, Township 29 North, Range 108 West, Sublette County, Wyoming, MCNIC (formerly known as CoEnergy), McMurry, Fort Collins, Nerd and Warner each conveyed an undivided 48% of their respective working interests in the Subject Lease and Lands as to horizons from the surface of the earth to the base of the Mesa Verde formation, which was defined as the stratigraphic equivalent of a depth 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., to Snyder Oil Corporation ("SOCO") and Amoco in equal undivided shares. The Stipulation of Interests and Partial Assignment provided that each of the Assignors granted to each Assignee, out of such Assignor's retained working interest in the Subject Lease and Lands a sufficient overriding royalty interest so as to vest each Assignee with a net revenue interest equal to 80% of the working interest conveyed in the Subject Lease and Lands as to horizons from the surface to the base of the Mesa Verde formation. As a result of the aforementioned conveyance the Assignors conveyed the following additional overriding royalty interests to SOCO and Amoco in the Subject Lease and Lands as to depths above the base of the Mesa Verde formation:

Assignor	Deficiency in NRI		Working Interest Conveyed		ORI Conveyed to SOCO and Amoco Out of Retained Interest
MCNIC	(.8 - .785855)	x	16.000%	=	0.226320%
McMurry	(.8 - .775)	x	15.840%	=	0.396000%
Fort Collins	(.8 - .7825)	x	11.560%	=	0.202300%
Nerd	(.8 - .7825)	x	3.960%	=	0.069300%
Warner	(.8 - .7825)	x	0.640%	=	0.011200%
Total ORI					0.905120%

12. By Assignment of Overriding Royalty Interest dated effective as of first production from the Stud Horse Butte 4-36 well and acknowledged May 19, 1997, Fort Collins conveyed the following overriding royalty interests in the Subject Lease and Lands:

WRW Energy Co.	1.80625% of 8/8ths
Dianne E. Greene	0.36125% of 8/8ths

13. By Assignment of Overriding Royalty Interest dated May 6, 1997, to be effective as of first production from the Stud Horse Butte 4-36 well, McMurry Oil Company conveyed the following overriding royalty interests in the Subject Lease and Lands as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 well located in the SW/4, Section 18, Township 28 North, Range 109 West:

Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement dated August 2, 1993	0.1212% of 8/8ths
John W. Martin	0.1212% of 8/8ths

14. By Assignment of Overriding Royalty Interest dated May 1, 1997, effective as of first production from the Stud Horse Butte 4-36 well located in the NW/4NW/4, Section 36, Township 29 North, Range 108 West, Fort Collins Consolidated Royalties, Inc. conveyed the following overriding royalty interests in the Subject Lease and Lands as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 well located in the SW/4, Section 18, Township 28 North, Range 109 West:

Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement dated August 2, 1993	0.0885% of 8/8ths
John W. Martin	0.0885% of 8/8ths

15. By Assignment of Overriding Royalty Interest dated May 12, 1997, effective as of first production from the Stud Horse Butte 4-36 well located in the NW/4NW/4, Section 36, Township 29 North, Range 108 West, Nerd Enterprises, Inc. conveyed the following overriding royalty interests in the Subject Lease and Lands as to depths from the surface to the base of the Mesa Verde formation which is defined as being the stratigraphic equivalent of a depth of 12,250 feet as encountered in the Woods Cutlass Unit #2 well located in the SW/4, Section 18, Township 28 North, Range 109 West:

Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement dated August 2, 1993	0.0303% of 8/8ths
John W. Martin	0.0303% of 8/8ths

16. Amoco has succeeded to all of the right, title and interest of Snyder Oil Company under the Farmout Agreement in rights from the surface to the base of the Mesa Verde formation. Neither Snyder Oil Company nor Amoco has acquired any interest in the Subject Lease and Lands below the base of the Mesa Verde formation.

17. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC."

18. 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 interests of each of the Working Interest Owners bear 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 Exhibits "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 which were created by the assignments described in paragraphs 4 and 5 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 0.6% 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 0.3525% 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 0.2475% shall be borne out of the working interests of the Working Interest Owners as follows:

(a) Horizons above the base of the Mesa Verde formation:

Amoco	48%
McMurry	2/3rds of 52%
MCNIC	1/3rd of 52%

(b) Horizons below the base of the Mesa Verde formation:

McMurry	2/3rds
MCNIC	1/3rd

3. The overriding royalty interests of both Martin and the Warner Trust created by the assignment described in paragraph 13 of the Recitals, totaling 0.2424% of 8/8ths, shall be borne solely out of the working interest of McMurry Oil Company.

4. The overriding royalty interests of both Martin and the Warner Trust created by the assignment described in paragraph 14 of the Recitals, totaling 0.177% of 8/8ths, shall be borne solely out of the working interest of Fort Collins.

5. The overriding royalty interests of both Martin and the Warner Trust created by the assignment described in paragraph 15 of the Recitals, totaling 0.0606% of 8/8ths, shall be borne solely out of the working interest of Nerd.

6. The overriding royalties of WRW and Greene created by the assignment described in paragraph 12 of the Recitals, totaling 2.1675% of 8/8ths, shall be borne solely out of the working interest of Fort Collins.

7. 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 with the working interests conveyed to CoEnergy. Each such overriding

royalty shall constitute a separate and distinct burden on the retained working interest of the applicable Assignor and its successors and assigns. The working interests in the Subject Lease and Lands of McMurry, Fort Collins, Nerd and Warner as to horizons above the base of the Mesa Verde formation shall each separately bear 52% of the applicable overriding royalty interest described in paragraphs 9(a), (b), (c) and (d) of the Recitals. The remaining 48% of each of said overriding royalties as to depths above the base of the Mesa Verde formation as defined above shall be borne by the working interest of Amoco. With respect to horizons below the base of the Mesa Verde formation, the working interests of McMurry, Fort Collins, Nerd and Warner shall each separately bear the applicable overriding royalty interest specified in paragraphs 9(a), (b), (c) and (d) of the Recitals, which overriding royalties as to all depths shall be owned by MCNIC.

8. 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 owned by MCNIC, its successors and assigns including those parties described in paragraph 14 below. The Crouch overrides are proportionately reduced to the working interest acquired by MCNIC pursuant to the CoEnergy Assignment, and are subject to (and not a burden on) the working interest acquired by Amoco hereunder.

9. The working interests in the Subject Lease and Lands of MCNIC, McMurry, Fort Collins, Nerd and Warner as to horizons above the base of the Mesa Verde formation shall each separately bear the applicable overriding royalty interest described in Recital 11 which overriding royalties shall be owned by Amoco. Said overriding royalties shall NOT merge into the working interest in the Subject Lease and Lands owned by Amoco. Each such overriding royalty shall constitute a separate and distinct burden on the retained working interest of the applicable Assignor and its successors and assigns.

10. 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 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 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.

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 Lease and Lands.

13. 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.

14. 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.

15. The Stipulation of Interests shall supersede any prior stipulations with respect to the Subject Lease and Lands insofar as they may be inconsistent therewith.

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.,
a Michigan corporation

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

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: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
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.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

By: _____
JOHN W. MARTIN, President
Date: 11/3/99

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: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

[redacted] [redacted] [redacted]

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.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

By: _____
JOHN W. MARTIN, President
Date: _____

ATTEST:

Diane E Greene
Name: Diane E. Greene
Title: Asst. Sec.-Treas.
Date: 2/3/2005

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

By: [signature]
WILLIAM R. WEEKS, Executive Vice-President
Date: 2/3/2005

ATTEST:

_____
Name: _____
Title: _____
Date: _____

NERD ENTERPRISES, INC., a Wyoming corporation

By: _____
MICK MCMURRY, President
Date: _____

_____
EDWARD M. WARNER, an Individual
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
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.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

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:

Neil A. McMurry
Name: NEIL A. McMURRY
Title: Sec/Treas
Date: 11-11-99

NERD ENTERPRISES, INC., a Wyoming corporation

By: Mick McMurry
MICK MCMURRY, President
Date: 11-11-99

_____
EDWARD M. WARNER, an Individual
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
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.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

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: 11/30/94

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
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.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY, a Wyoming corporation

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: _____

ATTEST:

Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11/16/99

HWB
RBL

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 11/3/95

NEIL A. MCMURRY, a/k/a MICK M. 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

By: _____
JOHN W. MARTIN, Attorney-in-Fact
Date: 11/3/99

CASEY OSBORN
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: _____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: _____

Neil A. McMurry
NEIL A. MCMURRY, a/k/a MICK M. 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

By: _____
JOHN W. MARTIN , Attorney-in-Fact
Date: _____

CASEY OSBORN
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: _____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: _____

NEIL A. MCMURRY, a/k/a MICK M. 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

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: _____

_____
DIANNE E. GREENE
Date: _____

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: _____

NEIL A. MCMURRY, a/k/a MICK M. 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

By: _____
JOHN W. MARTIN , Attorney-in-Fact
Date: _____

CASEY OSBORN
Date: _____

WRW ENERGY CO.,
a Colorado 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: _____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: _____

NEIL A. MCMURRY, a/k/a MICK M. 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

By: _____
JOHN W. MARTIN , Attorney-in-Fact
Date: _____

CASEY OSBORN
Date: _____

WRW ENERGY CO.,
a Colorado general partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

DIANNE E. GREENE
Date: _____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

ATTEST:

Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

EDWARD M. WARNER REVOCABLE TRUST

By: _____
EDWARD M. WARNER, Trustee
Date: _____

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY,
a Michigan corporation

By: _____
Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

[redacted] [redacted] [redacted]

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EDWARD M. WARNER REVOCABLE TRUST

By: _____
EDWARD M. WARNER, Trustee
Date: 11/30/99

ATTEST:

AMOCO PRODUCTION COMPANY,
a Delaware corporation

_____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
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: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

EDWARD M. WARNER REVOCABLE TRUST

By: _____
EDWARD M. WARNER, Trustee
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11 / 16 / 99

H4B
H6L

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: _____

[redacted] [redacted] [redacted]

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____
Date: _____

EDWARD M. WARNER REVOCABLE TRUST

By: _____
EDWARD M. WARNER, Trustee
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

AMOCO PRODUCTION COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
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~~

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11th day of November 1999, by Daniel L. Schiffer 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.

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

NOTARY PUBLIC WAYNE COUNTY, MICH.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of November 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

My Commission Expires 11/30/2002

_____

Notary Public
Address: 3701 17th Street #3020
Denver, Colo 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 3rd day of February 2000 ~~1999~~, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation.

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 Dr.
Cheyenne, WY 82009

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, 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.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 11th day of November 1999, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

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 this 30th day of November 1999, by Edward M. Warner, an individual working interest owner and by Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993.

WITNESS my hand and official seal.

My commission expires:
MY COMMISSION EXPIRES
3/31/2003

Sharon E Lewis
Notary Public
Address: 1775 Sherman St., #1600
Denver, CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____ as _____of Amoco Production Company, a Delaware corporation, on behalf of the corporation, as both a working interest and 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 this _____day of _____ 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry also known as Mick McMurry.

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 this _____day of _____ 1999, by Edward M. Warner, an individual working interest owner and by Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993.

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 this 16th day of November 1999, by S.D. BLOSSOM as ATTORNEY-IN-FACT of Amoco Production Company, a Delaware corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner.

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 this _____day of _____ 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry also known as Mick McMurry.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Edward M. Warner, an individual working interest owner and by Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____ as _____of Amoco Production Company, a Delaware corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3RD day of November 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

My Commission Expires 11/30/2002

_____

Lynette J. Johnson
Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Neil A. McMurry also known as Mick McMurry.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Edward M. Warner, an individual working interest owner and by Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____ as _____of Amoco Production Company, a Delaware corporation, on behalf of the corporation, as both a working interest and 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 this _____day of _____ 1999, by John W. Martin.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 11th day of November 1999, by Neil A. McMurry also known as Mick McMurry.

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 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, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My 9000365.STI 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 this _____day of _____ 1999, by Casey Osborn.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Dianne E. Greene.

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, this ____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My 9000365.STI Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 29th day of November 1999, by Casey Osborn.

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

WITNESS my hand and official seal.

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 this _____day of _____ 1999, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Dianne E. Greene.

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, this ____ day of _____, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My 9000365.STI Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Casey Osborn.

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 this 3rd day of February ~~1999~~ 2000, by William R. Weeks, as General Partner of WRW Energy Co., a Colorado general partnership, on behalf of the partnership.

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

WITNESS my hand and official seal.

My commission expires:

11-1-2002

Diane E Greene
Notary Public
Address: 5905 Green Meadows Dr
Cheyenne, Wy 82001

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of February ~~1999~~ 2000, by Dianne E. Greene.

WITNESS my hand and official seal.

My commission expires:

April 24, 2001

Warren E. Major
Notary Public
Address: 1775 Sherman St #1400
Denver, CO 80203

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

The foregoing instrument was acknowledged before me this 24TH day of JANUARY 2000 1999, by Marshall C. Crouch III.

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 COUNTY)

The foregoing instrument was acknowledged before me this 24TH day of JANUARY 2000 1999, by Jane R. Crouch.

WITNESS my hand and official seal.

My commission expires:

APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN STR., #1400
DENVER, COLORADO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of MCNIC Oil & Gas Company, a Michigan corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of Williams Production Rocky Mountain Company, a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Marshall C. Crouch III.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Jane R. Crouch.

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 this 11th day of November 1999, by Daniel L. Schiffer Vice, as President of MCNIC Oil & Gas Company, a Michigan corporation.

WITNESS my hand and official seal.

My commission expires:

5-10-01

Notary Public
Address: [redacted]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of Williams Production Rocky Mountain Company, a Delaware corporation.

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 this _____day of _____ 1999, by Marshall C. Crouch III.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by Jane R. Crouch.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ 1999, by _____, as President of MCNIC Oil & Gas Company, a Michigan corporation.

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 this 7th day of December 1999, by J. D. Barnes, as President of Williams Production Rocky Mountain Company, a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:

~~July 17, 2001~~

Susan A. Tyler
Notary Public
Address: ~~P. O. Box 3102, Tulsa, OK 74~~101

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EXHIBIT "A" - LEASE SCHEDULE

Attached to and made a part of that certain Stipulation of Interests concerning State of Wyoming Oil and Gas Lease 90-00365

State of Wyoming, County of Sublette

Lease No.	Lessor	Lessee	Date	Description	Acres	Recorded Book Page
90-00365	State of Wyoming	Wold Oil & Gas Company	06/02/90	Township 29 North, Range 108 West, 6th P.M. Section 36: All	640.00	(not recorded)

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EXHIBIT "B" Page 1 of 2
Attached to and made a part of that certain Stipulation of Interests
concerning State of Wyoming Oil and Gas Lease 90-00365

Overriding Royalty Interest Owner	**As to horizons in and under Section 36, Township 29 North, Range 108 West, 6th P.M. from the surface to the base of the Mesa Verde formation**	
	Overriding Royalty Interests	
	Subtotal (%)	**Total (%)**
John W. Martin	0.6 0.1212 0.0885 0.0303	0.840000
Neil A. McMurry a/k/a Mick McMurry	0.25 0.09	0.340000
Doris McMurry		0.115000
Victor L. McMurry		0.090000
Susan Anne Samuelson		0.090000
Carol J. McMurry		0.090000
Gayle L. Kinnison		0.090000
Gary R. Wenzel		0.090000
Kelly Sue Mortimer		0.090000
McMurry Limited Partnership		0.090000
Joseph J. Scott		0.250000
James W. Curry		0.250000
Casey Osborn		0.062500
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust	0.1212 0.0885 0.0303	0.240000
Marshall C. Crouch III		0.086665
Jane R. Crouch		0.086665
WRW Energy Co.		1.806250
Dianne E. Greene		0.361250
MCNIC	0.275055 0.140518 0.048139 0.007784	0.471496
Amoco	0.226320 0.396000 0.202300 0.069300 0.011200	0.905120
Total Overriding Royalty (including 2.5% to original lessee)		**8.944946**
Total ORI plus working interest NRI		**83.333000**

EXHIBIT "B" Page 2 of 2

Attached to and made a part of that certain Stipulation of Interests
concerning State of Wyoming Oil and Gas Lease 90-00365

Working Interest Owners	**As to horizons in and under Section 36, Township 29 North, Range 108 West, 6th P.M. from the surface to the base of the Mesa Verde formation**	
	WI (%)	**NRI (%)**
Amoco	48.000	37.494880
MCNIC	17.333	13.221574
McMurry	17.160	12.660435
Fort Collins	12.524	7.253121
Nerd	4.290	3.226984
Warner	0.693	0.531060
Total	**100.000**	**74.388054**

EXHIBIT "C" Page 1 of 2

Attached to and made a part of that certain Stipulation of Interests
concerning State of Wyoming Oil and Gas Lease 90-00365

Overriding Royalty Interest Owner	**As to horizons in and under Section 36, Township 29 North, Range 108 West, 6th P.M. below the base of the Mesa Verde formation**	
	Overriding Royalty Interests	
	Subtotal (%)	**Total (%)**
John W. Martin		0.600000
Neil A. McMurry a/k/a Mick McMurry	0.25 0.09	0.340000
Doris McMurry		0.115000
Victor L. McMurry		0.090000
Susan Anne Samuelson		0.090000
Carol J. McMurry		0.090000
Gayle L. Kinnison		0.090000
Gary R. Wenzel		0.090000
Kelly Sue Mortimer		0.090000
McMurry Limited Partnership		0.090000
Joseph J. Scott		0.250000
James W. Curry		0.250000
Casey Osborn		0.062500
Marshall C. Crouch III		0.166665
Jane R. Crouch		0.166665
WRW Energy Co.		1.806250
Dianne E. Greene		0.361250
MCNIC	0.275055 0.140518 0.048139 0.007784	0.471496
Total Overriding Royalty (including 2.5% to original lessee)		**7.719826**
Total ORI plus working interest NRI		**83.333000**

EXHIBIT "C" Page 2 of 2

Attached to and made a part of that certain Stipulation of Interests
concerning State of Wyoming Oil and Gas Lease 90-00365

Working Interest Owners	**As to horizons in and under Section 36, Township 29 North, Range 108 West, 6th P.M. below the base of the Mesa Verde formation**	
	WI (%)	**NRI (%)**
MCNIC	33.333	25.861574
McMurry	33.000	25.574835
Fort Collins	24.084	16.678121
Nerd	8.250	6.455584
Warner	1.333	1.043060
Total	**100.000**	**75.613174**

STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-141879)

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")

277698

RECORDED MAR 10, 2000 1:10 PM
IN BOOK 114 + 6 PAGE 245
FEES $ 92.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L. Hooker

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 82601 ("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")

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-125949 issued effective January 1, 1992 to High Plains Energy Company covering the Subject Lands and other 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 566. Lease WYW-125949 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-125949 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-125949 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-125949 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-125949 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-125949 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-125949, 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 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-125949 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-125949 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 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-125949, 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-125949, 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-125949, 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-125949, 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-125949, 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 all of the Subject Lands were segregated out of U.S.A. Oil and Gas Lease WYW-125949 to become U.S.A. Oil and Gas Lease WYW-141879 effective as of October 21, 1996.

12. By Assignment of Operating Rights dated to be effective as of first production of hydrocarbons from the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West (the "SHB 15-29 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 SE/4 of Section 29, Township 29 North, Range 108 West, 6th P.M. both before and after payout of the SHB 15-29 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 interests, 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 2, 1996 among McMurry as Operator and Snyder Oil Corporation et al. as Nonoperators covering all of Section 29, Township 29 North, Range 108 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 SHB 15-29 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 N/2 and SW/4 of Section 29, Township 29 North, Range 108 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 2, 1996 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 SE/4 of Section 29, Township 29 North, Range 108 West 6th P.M.

Before Payout of the SHB 15-29 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 SHB 15-29 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 N/2 and SW/4 of Section 29, Township 29 North, Range 108 West, 6th P.M.

Before and after Payout of the SHB 15-29 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 SHB 15-29 Well and recorded February 26, 1997 in Book 104 of Oil and Gas at page 313 of the records of Sublette County, 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 SE/4 of Section 29, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 15-29 Well

Martin	0.40% of 8/8ths
Warner	0.40% of 8/8ths

After Payout of the SHB 15-29 Well

Martin	0.24% of 8/8ths
Warner	0.24% of 8/8ths

(b) As to the N/2 and SW/4 of Section 29, Township 29 North, Range 108 West

Before and a Payout of the SHB 15-29 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	50.5089%
Fort Collins	36.8639%
Nerd	12.6272%

16. By Transfer of Operating Rights dated May 22, 1998 to be effective January 1, 1998 and recorded July 21, 1998 in Book 108 of Oil and Gas at page 267, Snyder Oil Corporation erroneously purported to convey a 50% operating rights interest in the Subject Lease and Lands to Amoco as to horizons from the surface to the earth to the base of the Mesa Verde formation. 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.

17. By Assignment of Overriding Royalty dated to be effective as of first production of hydrocarbons from the SHB 15-29 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 March 22, 1999 in Book 110 of Oil and Gas at page 584 of the records of Sublette County.

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 both 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

[redacted] [redacted] [redacted]

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 SE/4 of Section 29, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout

Amoco	80%
McMurry	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout

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

McMurry	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SW/4 of Section 29, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation before and after Payout

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

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 Lease 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 29, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout

Amoco	80%
Nerd	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout

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

Nerd	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SW/4 of Section 29, Township 29 North, Range 108 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout

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

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 SE/4 of Section 29 Township 29 North, Range 108 West, 6th P.M.

(i) Horizons above the base of the Mesa Verde formation

Before Payout

MCNIC	20%
Amoco	80%

After Payout

MCNIC	52%
Amoco	48%

(ii) Horizons below the base of the Mesa Verde formation

Before and after Payout

MCNIC	100%

(b) As to the N/2 and SW/4 of Section 29, Township 29 North, Range 108 West, 6th P.M.

(i) Horizons above the base of the Mesa Verde formation

Before and after Payout

MCNIC	52%
Amoco	48%

(ii) Horizons below the base of the Mesa Verde formation

Before and after Payout

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 of both Martin and Warner created by the assignment described in paragraph 15 of the Recitals shall be borne out of the working interests of McMurry, Fort Collins and Nerd, in the following proportions:

McMurry	50.5089%
Fort Collins	36.8639%
Nerd	12.6272%.

9. 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 17 of the Recitals shall be borne solely out of the working interest of Fort Collins.

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 Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, 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 assignment which is described in paragraph No. 12 of the Recitals.

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 upon and inure to the benefit of 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:

By: _____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: November 11, 1999

Name: Daniel L. Schiffer
Title: Vice President
Date: November 11, 1999

McMURRY OIL COMPANY

ATTEST:

By: _____
JOHN W. MARTIN, President
Date: _____

Name: _____
Title: _____
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
WILLIAM R. WEEKS, Executive Vice-President
Date: _____

Name: _____
Title: _____
Date: _____

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 Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, 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 assignment which is described in paragraph No. 12 of the Recitals.

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 upon and inure to the benefit of 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: 11/3/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

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 Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, 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 assignment which is described in paragraph No. 12 of the Recitals.

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 upon and inure to the benefit of 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:_____

ATTEST:

Dianne E. Greene
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/20/99

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

WILLIAM R. WEEKS, Executive Vice-President
Date: 10/20/99

[redacted] [redacted] [redacted]

ATTEST:

Neil A. McMurry
Name: NEIL A. McMURRY
Title: Sec/Treas
Date: 11-11-99

NERD ENTERPRISES, INC.,
a Wyoming corporation

Mick McMurry
MICK McMURRY, President
Date: 11-11-99

EDWARD M. WARNER, an Individual
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: 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:

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date: 4/30/99

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]

NERD ENTERPRISES, INC.,
a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
Date:_____

AMOCO PRODUCTION COMPANY
a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11/16/99

SDB
RBC

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
Date:_____

EDWARD M. WARNER, an Individual
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]

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____

Name:_____
Title:_____
Date:_____

_____
MICK McMURRY, President
Date:_____

_____
EDWARD M. WARNER, an Individual
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, 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

_____
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
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
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:_____
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:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date: 11/30/95

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:_____

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:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
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:_____

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:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
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:_____
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 3RS day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public
Address: 3761 Ha St #3020
Denver, Colo 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: _____
_____

[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, 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

[redacted] [redacted] [redacted]

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:
Dec 22 2001

Donna M. VanPeter
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. Blosson as Attorney-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: _____

_____

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.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:

My Commission Expires 11/30/2002

Lynette B. Johnson
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

_____
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 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 Falum, 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, 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 915
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)
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.

WARREN E. MAJOR NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: April 18, 2001

Warren E. Major
Notary Public
Address: 1775 Sherman St. #1400
Denver, CO 80203

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, COLORABO 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: _____

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

Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, MI 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 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

NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY
141885.STI

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING, COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning U.S.A. Oil and Gas Lease WYW-141879

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141879 originally WYW-125949	USA	High Plains Energy Company	1/1/92 segregated out of WYW-125949 effective 10/21/96	Township 29 North, Range 108 West, 6th P.M. Section 29: All	105 O&G	566

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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-141879

Working Interest Owner	As to Horizons in and under the SE/4 of Section 29, 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	5.266140	17.333	13.693070
McMurry	6.600	4.875929	17.160	13.485557
Fort Collins	4.817	1.559784	12.524	8.113093
Nerd	1.650	1.218982	4.290	3.371390
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 USA Oil and Gas Lease WYW-141879

Overriding Royalty Interest Owner	As to Horizons in and under the SE/4 of Section 29, 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		0.267500	
	1.732500		1.732500	
	0.400000	2.400000	0.240000	2.240000
Neil A. McMurry a/k/a Mick McMurry	0.750000		0.750000	
	0.433125	1.183125	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
Casey Osborn		0.062500		0.062500
Annita Ealum		0.062500		0.062500
Judy Lund f/k/a Judy Bannon		0.062500		0.062500
Edward M. Warner	0.023345		0.023345	
	0.037310		0.022400	
	0.400000	0.460655	0.240000	0.285745
Fort Collins	0.421435		0.421435	
	0.674345	1.095780	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

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EXHIBIT "B" Page 3 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-141879

Working Interest Owners	Horizons in and under the N/2 and SW/4 of Section 29, 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	17.333	13.693070
McMurry	17.160	13.485557
Fort Collins	12.524	8.113093
Nerd	4.290	3.371390
Warner	0.693	0.578655
Total working interest	100.000	77.641765

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[redacted] [redacted] [redacted]

EXHIBIT "B" Page 4 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-141879

Overriding Royalty Interest Owners	Horizons in and under the N/2 and SW/4 of Section 29, 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 a/k/a N.A. 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
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 USA Oil and Gas Lease WYW-141879

Working Interest Owner	As to Depths below the Base of the Mesa Verde formation in and under All of Section 29, 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	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 USA Oil and Gas Lease WYW-141879

As to Depths below the Base of the Mesa Verde Formation in and under
All of Section 29, 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 a/k/a N.A. 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
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

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STIPULATION OF INTERESTS

This instrument affects only those oil and gas leases described on Exhibit "A", attached hereto, which exhibit is hereby incorporated herein, insofar only as said leases cover those lands described on Exhibit "A" which lands are located in Sublette County, Wyoming.

The leases and lands described on Exhibit "A" are hereinafter referred to as the "Subject Leases 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")

James W. Curry
1916 Rustic Drive
Casper, WY 82609 ("Curry")

277699

RECORDED March 10, 00 @ 2:10 PM
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FEES $17.00
SUBLETTE COUNTY, PINEDALE WYOMING

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 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")

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Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., 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 Leases insofar as they cover the lands described on Exhibit "A", said lands being hereinafter referred to as the "Subject Lands", and other lands.

2. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 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 in the Subject Leases insofar as they cover the Subject Lands and other lands to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated and acknowledged September 23, 1993 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 an additional 2.295% of 8/8ths overriding royalty interest in each of the Subject Leases insofar as they cover the Subject Lands and other lands in the following manner:

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 and acknowledged September 23, 1993 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 an additional 1.4375% of 8/8ths overriding royalty interest in each of the Subject Leases 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%
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 Leases 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 conveyed an undivided 50.5% of its leasehold interest in the Subject Leases and Lands (*i.e.*, oil and gas leasehold operating rights and working interest as to all depths as follows:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Nerd	24.75%
Fort Collins	23.75%
Warner	2.00%.

In the document the parties stipulated that the working interests conveyed in each of the Subject Leases 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 each of the Subject Leases 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 each of the Subject Leases insofar as it covers the Subject 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 each of the Subject Leases 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 the Subject Leases insofar as they cover the Subject 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 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 Leases insofar as they cover the Subject 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 each of the aforementioned oil and gas leases 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 each of the Subject Leases insofar as it covers the Subject Lands from a proportionate share of 83.5% to a proportionate share of 77.5%.

9. 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 Oil and Gas Leases insofar as they cover the Subject 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 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 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%.

10. As a result of the CoEnergy Assignment: (a) neither McMurry nor Nerd conveyed to or reserved from CoEnergy any overriding royalty interest in the Subject Leases and Lands; (b) Fort Collins conveyed an additional 0.301025% of 8/8ths (*i.e.*, 2.5% x 12.041%) overriding royalty interest to CoEnergy in each of the Subject Leases insofar as it covers the Subject Lands, said overriding royalty to be borne out of Fort Collins' retained 2/3rds of 36.125% (*i.e.*, 24.084%) working interest; and (c) Warner reserved from the interests conveyed by him to CoEnergy an overriding royalty interest equal to 3.5% of 0.667%, or an overriding royalty interest in each of the Subject Leases insofar as it covers the Subject Lands equal to 0.023345% of 8/8ths.

11. 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 Leases insofar as they cover the Subject Lands as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in each of the Subject Leases were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

12. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

13. The parties desire to stipulate as to their respective interests in the Subject Leases and Lands and as to the manner in which the interests of the Working Interest Owners bear 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 insofar as they cover the Subject Lands are owned by the Working Interest Owners in the undivided percentages described on page one above, said percentage shares being hereby incorporated herein.

2. The overriding royalty interests in the Subject Leases and Lands created by the Assignments of Overriding Royalty Interest described in paragraphs 3 and 4 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionally by the working interests of each of the Working Interest Owners. The 2.0% of 8/8ths overriding royalty interest of John W. Martin in the Subject Leases and Lands created by the Assignment of Overriding Royalty Interest referred to in paragraph No. 1 of the foregoing Recitals is hereby recognized as valid and subsisting and shall be borne by the interest of the Working Interest Owners as follows: 0.2675% of 8/8ths shall be borne proportionately out of the working interest of all of the Working Interest Owners in the Subject Leases and Lands and the remaining 1.7325% shall be borne one-third (1/3) out of the working interest in the Subject Leases and Lands of MCNIC and two-thirds (2/3) out of the working interest in the Subject Leases and Lands of McMurry.

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, above.

4. The overriding royalty interest conveyed to Mick McMurry in the assignment described in Recital 7, above, 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 one-third 1/3 out of the working interest of MCNIC in each of the Subject Leases insofar as it covers the Subject Lands and two-thirds (2/3) out of the working interest of Nerd in each of the Subject Leases insofar as it covers the Subject Lands.

5. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene referred to in Recital 8, above, shall be borne one-third (1/3) out of the working interest of MCNIC in each of the Subject Leases insofar as it covers the Subject Lands and two-thirds 2/3 out of the working interest of Fort Collins in each of the Subject Leases.

[redacted] [redacted] [redacted]

6. 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 conveyed to 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. The 24.084% working interest of Fort Collins in each of the Subject Leases insofar as it covers the Subject Lands shall bear all of a 0.301025% of 8/8ths overriding royalty interest in each of the Subject Leases and Lands belonging to MCNIC and referred to in Recital 10, above.

7. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 11, above, shall be borne solely out of the working interest in the Subject Leases and Lands owned by MCNIC, its successors and assigns including without limitation those parties described in paragraph 13, below.

8. The overriding royalty interest of Edward M. Warner described in Recital 10, above, shall be borne solely out of the working interest in the Subject Leases and Lands of MCNIC.

9. As a result of the conveyances described in the Recitals the net revenue interests attributable to the working interests of the Working Interest Owners in each of the Subject Leases insofar as it covers the Subject Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
MCNIC	33.333%	26.33307%*
McMurry	33.000%	26.400000%
Fort Collins	24.084%	18.364075%*
Nerd	8.250%	6.600%
Warner	1.333%	1.113055%

*Takes into account 0.301025% ORI owned by MCNIC and burdening the Fort Collins working interest.

10. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Leases and Lands as may be necessary to effect the ownership of the Subject Leases 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 Leases 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 Leases 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 and their respective heirs, successors and assigns.

13. MCNIC Oil and 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.

14. Weeks Oil Properties, LLC, the successor in interest to WRW Energy Co. with respect to a portion of the Subject Leases and Lands 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: 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: _____

[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: 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:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JOHN W. MARTIN
Date: 11/3/99

_____
NEIL A. McMURRY, a/k/a Mick McMurry
Date:_____

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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: Elaine E. Greene
Title: Asst Secretary
Date: 10/13/99

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____ By:_____
Name:_____ MICK McMURRY, President
Title:_____ Date:_____
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:_____

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:_____

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:_____

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:_____

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 Colorado 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: _____

_____
EDWARD M. WARNER
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:_____

_____
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:_____

_____
EDWARD M. WARNER
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 Colorado General Partnership

By:_____
WILLIAM R. WEEKS, General Partner
Date: 10/13/99

_____
DIANNE E. GREENE
Date: 10/13/99

_____
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:_____

_____
EDWARD M. WARNER
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 Colorado General Partnership

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

Marshall C. Crouch
MARSHALL C. CROUCH III
Date: 1-24-00

Jane R. Crouch
JANE R. CROUCH
Date: 1-24-00

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
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 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: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

MCNIC OIL & GAS PROPERTIES, INC.,
a Michigan corporation

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

_____
EDWARD M. WARNER
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 Colorado 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:_____

Edward M. Warner
EDWARD M. WARNER
Date: 10/15/99

RATIFYING PARTIES

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

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

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: _____
_____

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: _____
_____

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WEEKS OIL PROPERTIES, LLC a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date: 10/13/99

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: _____
_____

[redacted] [redacted] [redacted]

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

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 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 _____)
) 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: _____

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

MCNIC OIL & GAS COMPANY
a Michigan 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: _____

_____

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 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.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

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

Dianne E Green
Notary Public
Address: 5905 Brea Marlowe
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, 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 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, 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 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, 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 VanMeter
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 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, 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 [redacted])

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

Lynette Y. Johnson
Notary Public
Address: 370 17th Street #3020
Denver, Colo 80202

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 _____ as attorney-in-fact for 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 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 Y. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol A. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Anita Zaum, 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: 3701 17th Street #3020
Denver, Colorado 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as attorney-in-fact for 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 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)

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

The foregoing instrument was acknowledged before me by Casey Osborn as attorney-in-fact for Casey Osborn, this 29th day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

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 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 _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as attorney-in-fact for 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 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 Meadows
Cheyenne, WY 82001

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Warren E. Mayer
Notary Public
Address: 1775 Sherman St. #1400
Denver, CO 80203

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 and 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 Dianne E. Greene, 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: APRIL 18, 2001

Warren E. Major
Notary Public
Address: 1775 SHERMAN ST., #1400
DENVER, COLORADO 80203

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

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 _____, as _____ of MCNIC Oil and 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: _____
_____

[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 _____)
) 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 and 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

NOTARY PUBLIC COUNTY, MICH.

320

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:
October 10, 2001

Shirley A. Davis
Notary Public
Address: P. O. Box 3102, Tulsa, OK 74101

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, 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 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 William R. Weeks, as Manager of Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company, 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 Meadows
Cheyenne, WY 82001

EXHIBIT "A"
LEASE SCHEDULE
STATE OF WYOMING

COUNTY OF SUBLETTE

(See Pages 6 and 7 of this Exhibit for Footnotes 1-16 Which Are an Integral Part Hereof)

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-125945	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 21: ALL	88	365
WYW-125946[1]	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: ALL SEC. 23: NE/4, SW/4	88	367
WYW-125947[2]	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 26: NE/4, SW/4 SEC. 27: NE/4, SW/4 SEC. 28: NE/4, SW/4 SEC. 29: NE/4, SW/4	88	369
WYW-125948[3]	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 1, 2, E/2NW/4, SE/4 SEC. 20: NE/4, SW/4	88	371
WYW-125949	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1, 2, E/2NW/4, SE/4 SEC. 30: LOTS 1, 2, E/2NW/4, SE/4 SEC. 31: LOTS 1, 2, E/2NW/4, SE/4	88	373
WYW-125952	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 13: NW/4, SE/4 SEC. 14: NW/4, SE/4 SEC. 23: NW/4, SE/4 SEC. 24: NW/4, SE/4	88	379
WYW-125953	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: NW/4 SEC. 22: NW/4, SE/4	88	381

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Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-125954	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 25: NW/4, SE/4	88	383
WYW-126100[4]	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 3, 4, 5, SE/4NW/4, SE/4 SEC. 7: LOTS 1, 2, E/2NW/4, SE/4 TOWNSHIP 29 NORTH RANGE 109 WEST, 6th P.M. SEC. 1: LOTS 3, 4, SE/4, S/2NW/4 SEC. 9: NW/4, SE/4 SEC. 10: NW/4, SE/4 SEC. 12: NW/4	88	452
WYW-126474	USA	McMURRY OIL COMPANY	02/10/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 3, 4, E/2SW/4 SEC. 19: LOTS 3, 4, E/2SW/4, NE/4 SEC. 20: NE/4, SW/4	88	456
WYW-126101	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST 6th P.M. SEC. 10: SE/4 SEC. 18: SE/4 SEC. 19: LOTS 1, 2, E/2NW/4, SE/4 SEC. 30: LOTS 1, 2, E/2NW/4, SE/4 SEC. 32: NW/4, SE/4 SEC. 33: NW/4, N/2SE/4	88	453
WYW-126473[5]	USA	McMURRY OIL COMPANY	02/01/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 4: LOTS 1, 2, S/2NE/4, SW/4 SEC. 5: LOTS 1, 2, S/2NE/4, SW/4 SEC. 8: NE/4, SW/4	88	455
WYW-104178	USA	HPC, INC.	06/01/87	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 9: NE/4, SW/4 SEC 10: NE/4, SW/4 SEC. 15: NE/4, SW/4 SEC. 18: LOTS 3, 4, E/2SW/4, NE/4	88	397

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-118151	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 3, 4, S/2SW/4	84	590
WYW-118152[6]	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4, E/2, E/2W/2 SEC. 30: LOTS 3, 4, E/2SW/4, NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4	84	585
WYW-118153[7]	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 25: NE/4, SW/4 SEC. 33: NE/4, SW/4 SEC. 34: NE/4, SW/4 SEC. 35: NE/4, SW/4	84	580
WYW-118154	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 9: NE/4, SW/4 SEC. 17: NE/4, SW/4	84	574
WYW-118163	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SEC. 20: NW/4, SE/4 SEC. 21: NW/4, SE/4 SEC. 28: NW/4, SE/4	84	568
WYW-118164	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SEC. 26: NW/4, SE/4 SEC. 27: NW/4, SE/4	84	562
WYW-126676[8]	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SEC. 32: NE/4, SW/4 SEC. 33: N/2NE/4, SW/4	88	471
WYW-126677[9]	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 11: SW/4NW/4, SW/4, SW/4SE/4 SEC. 13: SE/4NW/4, NW/4SE/4 TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 33: SW/4NW/4, SW/4, SW/4SE/4	88	470

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Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-126772	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M. SEC. 3: LOT 3, N/2SE/4	88	470
WYW-127189[10]	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOTS 1, 2, S/2NE/4, SW/4 SEC. 5: LOTS 1, 2, S/2NE/4, SW/4 SEC. 7: NE/4 SEC. 8: NE/4 SEC. 17: SW/4, SW/4NE/4	88	732
WYW-127190[11]	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 14: NE/4, SW/4 SEC. 23: NE/4, SW/4	88	735
WYW-127191[12]	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST 6TH P.M. SEC. 5: SW/4 SEC. 17: NE/4, SW/4 SEC. 18: LOTS 3, 4, E/2SW/4, NE/4 SEC. 33: SW/4	88	738
WYW-127192	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SEC. 19: LOTS 3, 4, E/2SW/4, NE/4 SEC. 20: N/2SW/4, SE/4SW/4 SEC. 28: SW/4 SEC. 29: NE/4, SW/4	88	741
WYW-127193[13]	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SEC. 33: S/2NE/4 SEC. 34: W/2SW/4	88	744
WYW-127749[14]	USA	McMURRY OIL COMPANY	11/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 25: NE/4, SW/4	92	198

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Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-127853[15]	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M. SEC. 6: LOTS 1, 2, 6, 7, S/2NE/4, E/2SW/4 SEC. 7: LOTS 3, 4, E/2SW/4 TOWNSHIP 27 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 1: LOTS 1, 2, SW/4, S/2NE/4 SEC. 12: NE/4, SW/4	92	200
WYW-127854	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M. SEC. 19: LOTS 3, 4, NE/4, E/2SW/4 SEC. 20: NE/4, SW/4	92	202
WYW-128703	USA	McMURRY OIL COMPANY	03/01/93	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M. SEC. 10: NE/4, SW/4 SEC. 14: NE/4, N/2SW/4	92	12
WYW-130232[16]	USA	McMURRY OIL COMPANY	09/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SEC. 1: LOTS 1-2, S/2SE/4 SEC. 11: NW/4, SE/4	93	321

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1. That portion of Lease WYW-125946 lying in Section 17, Township 28 North, Range 108 West, has been segregated into Lease WYW-147794, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

2. That portion of Lease WYW-125947 lying in Section 29, Township 28 North, Range 108 West, has been segregated into Lease WYW-142000, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

3. That portion of Lease WYW-125948 lying in Section 18, Township 29 North, Range 108 West, has been segregated into Lease WYW-141878, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

4. The portion of Lease WYW-126100 lying in Section 6, Township 29 North, Range 108 West, 6th P.M. has been segregated into Lease WYW-141880, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

5. That portion of Lease WYW-126473 lying in Sections 5 and 8, Township 27 North, Range 108 West, has been segregated into Lease WYW-147795, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

6. That portion of Lease WYW-118152 lying in Sections 19 and 30, Township 28 North, Range 108 West, has been segregated into Lease WYW-148026, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

7. All of the above described lands in Section 33, Township 28 North, Range 108 West, 6th P.M. have been segregated out of Lease WYW-118153 into Lease WYW-141999. Lease WYW-141999, insofar as it covers the above lands in Section 33, Township 28 North, Range 108 West is hereby specifically included in this exhibit.

8. That portion of Lease WYW-126676 lying in Section 32, Township 29 North, Range 107 West, has been segregated into Lease WYW-134684, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

9. That portion of Lease WYW-126677 lying in Section 11, Township 29 North, Range 108 West, and in Section 33, Township 30 North, Range 108 West, has been segregated into Lease WYW-141754, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

10. That portion of Lease WYW-127189 lying in Sections 4, 7, 8 and 17 all in Township 27 North, Range 107 West, 6th P.M. has been segregated into Lease WYW-147796, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

11. That portion of Lease WYW-127190 lying in Section 23, Township 27 North, Range 107 West, has been segregated into Lease WYW-142001, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

12. That portion of Lease WYW-127191 lying in Sections 5, 17 and 33, all in Township 28 North, Range 107 West, 6th P.M. has been segregated into Lease WYW-147797, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

13. That portion of Lease WYW-127193 lying in Section 34, Township 29 North, Range 107 West, 6th P.M. has been segregated into Lease WYW-141755, which lease, insofar as it covers the above described lands lying, is hereby specifically included in this exhibit.

14. That portion of Lease WYW-127749 lying in Section 25, Township 29 North, Range 108 West, 6th P.M. has been segregated into Lease WYW-141756, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

15. That portion of Lease WYW-127853 lying in Section 7, Township 27 North, Range 107 West, 6th P.M. has been segregated into Lease WYW-147798, which lease, insofar as it covers the above described lands lying, is hereby specifically included in this exhibit.

16. That portion of Lease WYW-130232 lying in Section 1, Township 28 North, Range 109 West, has been segregated into Lease WYW-141882, which lease, insofar as it covers the above described lands, is hereby specifically included in this exhibit.

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ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.,with an address of 1557 Ogden Street, Suite 300, Denver, CO 80218**, (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") in the percentages set opposite each Assignee's name all of its right, title and interest in and to the oil and gas leases described on Exhibit "A", insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Assignees	**Percentage of Interest Conveyed**
Markus Production, Inc. 621 17th Street, Suite 1710 Denver, CO 80293	0.65%
Odyssey Exploration, Inc. 122 Plum Creek Place Highlands Ranch, CO 80126	10.50%
South Pass Resources, Inc. 7182 S. Harrison Way Littleton, CO 80122-1933	0.55%
Stanley Energy W., Inc. 1776 Lincoln, Suite 410 Denver, CO 80203	88.30%
TOTAL	100.00%

277701

RECORDED MAR 10, 2000 AT 3:30 P M
IN BOOK 114 Q4 L PAGE 330
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

This Assignment is made subject to all previously reserved or conveyed overriding royalties, reversionary interests, or other lease burdens effective or existing as of the effective date of this Assignment.

If Assignor's interest in the oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the leasehold interest conveyed hereby shall be reduced proportionately.

This Assignment is made without warranty of title of any kind, either expressed or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignees and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED this 17th day of November, 1999.

ATTEST:

Lynne M. Baalman
Secretary

HIGH PLAINS ASSOCIATES, INC.

BY: Jonathan S. Roderick

Jonathan S. Roderick
Vice President

ACKNOWLEDGMENT (CORPORATE)

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of November 1999, by Jonathan S. Roderick as Vice President, of High Plains Associates, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed and sealed in behalf of said corporation.

Witness my hand and notary seal.

Lynn A McBride
Notary Public

My commission expires: 2/11/2001

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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated November 5, 1999, from High Plains Associates, Inc., as Assignor, to Markus Production, Inc., Odyssey Exploration, Inc., South Pass Resources, Inc., Stanley Energy W., Inc., as Assignee.

[redacted] e #	Lessor	Lessee	Date	County	State	Legal Description	Gross Acres	Book or Document #	Page
10881-1	U.S.A. WYW-144141	High Plains Associates, Inc.	02/01/1998	Sublette	Wyoming	Township 27 North, Range 110 West, 6th P.M. Section 2: Lots 1-4, S2N2, S2 Section 3: Lots 3, 4 Section 11: W2	1,041.05		
10881-2	U.S.A. WYW-144342	High Plains Associates, Inc.	03/01/1999	Sublette	Wyoming	Township 27 North, Range 110 West, 6th P.M. Section 12: E2NE4	80.00		

[redacted]

Signed for identification:_____

332

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RECORDED MAR 10, 2000 355M
IN BOOK 114 Misc PAGE 333
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracey L Hoover

277704

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CLARA BARBARA JELSO and DOMINIC JAMES JELSO, TRUSTEES FOR THE SAMUEL JOHN JELSO AND CLARA BARBARA JELSO REVOCABLE TRUST dated December 27, 1977, as amended, 7028 Rio Grande Blvd. NW, Albuquerque, NM 87107, hereinafter referred to as "Assignors" for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and convey unto McMURRY OIL COMPANY, 370 17th Street, Suite 3020, Denver, CO 80202, hereinafter referred to as "Assignee" One Hundred Percent (100%) of Assignors' overriding royalty interest burdening that certain Federal Oil and Gas Lease identified as WYW-06933, dated effective July 1, 1951, issued from the United States Department of Interior, Bureau of Land Management to S. J. Jelso and Federal Oil and Gas Lease WYW-144994 which was segregated from the above Federal Oil and Gas Lease WYW-06933 effective September 1, 1997 by the United States Department of Interior, Bureau of Land Management Decision Letter Dated March 10, 1998. Both Federal Oil and Gas Leases, which cover lands situated in SUBLETTTE COUNTY, STATE OF WYOMING, are more fully described on the attached Exhibit "A".

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

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 leases and with each transfer or assignment thereof.

EXECUTED as of the 6th day of January, 2000, but effective as of 12:01 a.m. December 1, 1999.

SAMUEL JOHN JELSO AND CLARA BARBARA JELSO REVOCABLE TRUST:

By: Clara B Jelso
Clara Barbara Jelso, Trustee

By: D J Jelso
Dominic James Jelso,Trustee

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 6th day of January, 2000 by Clara Barbara Jelso, as Trustee of the Samuel John Jelso and Clara Barbara Jelso Revocable Trust.

Witness my hand and official seal

(SEAL)

OFFICIAL SEAL
MARCI J. TRUJILLO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3-1-03

Marci J Trujillo
Notary Public

My commission expires: March 1, 2003

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 6th day of January, 2000 by Dominic James Jelso, as Trustee of the Samuel John Jelso and Clara Barbara Jelso Revocable Trust.

Witness my hand and official seal

(SEAL)

OFFICIAL SEAL
MARCI J. TRUJILLO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3-1-03

Marci J Trujillo
Notary Public

My commission expires: March 1, 20[redacted]

8.

EXHIBIT "A"

Attached to and made part of that certain ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
dated effective December 1, 1999, by and between
SAMUEL JOHN JELSO and CLARA BARBARA JELSO REVOCABLE TRUST,
dated December 27, 1977 ("Assignor") and McMURRY OIL COMPANY ("Assignee")

FEDERAL LEASE NUMBER	EFFECTIVE DATE	LESSOR	LESSEE	LEGAL DESCRIPTION	ACRES
WYW-06933	07/01/1951	U.S.A.	S.J. JELSO	SUBLETTE COUNTY, STATE OF WYOMING Township 30 North, Range 108 West, 6th PM Section 7: NE/4 Township 31 North, Range 108 West, 6th PM Section 17: SW/4 Section 18: E/2 Section 20: W/2	960.00 ACRES
WYW-144994	07/01/1951	U.S.A.	S.J. JELSO	SUBLETTE COUNTY, STATE OF WYOMING Township 30 North, Range 108 West, 6th PM Section 5: Lots 1,2,3,4 S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th PM Section 30: E/2 Section 32: W/2	1590.20 ACRES

334

JAM0128

335

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of March, 2000, by and between The Ted Lance Higgins 1989 Trust, J. Marlon Higgins, Trustee

of 23574 Hwy. 287, Springfield, CO 81073, hereinafter called lessor (whether one or more), and Aztec Energy Corporation of 7801 Broadway, San Antonio, TX 78209, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) 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

277730

RECORDED March 14, 00 @ 9:52 A.M.
IN BOOK 115 OAG PAGE 335
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

of Section **, Township **, Range **, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,856.61 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 (⅛) 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 (⅛) 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 (⅛) 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 (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at lessor's address shown above Bank at , (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of nine thousand two hundred eighty three & 05/100 DOLLARS ($9,283.05), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 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 copy [redacted] unit agreement by mail to lessor's last known [redacted] shown by lessee's records a[redacted] lessor written notice of approval of the sam[redacted] me manner within a reasonable time after lesse[redacted] of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Ted Lance Higgins Trust 1989
By J Marlon Higgins
J Marlon Higgins, Trustee of
The Ted Lance Higgins 1989 Trust

74-6432710
Tax ID Number

STATE OF Colorado
COUNTY OF Baca } SS.

(Individual—Wyo.)

On this 2nd day of March, ~~19~~ 2000, before me personally appeared J Marlon Higgins, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2-24-2003

Michelle Bowden
Notary Public

STATE OF ..... COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared ....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....

Notary Public

STATE OF ..... COUNTY OF ..... } SS.

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....

Notary Public

STATE OF ..... COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ...M and recorded in Book ..... at Page ..... of the records of this office.

..... By .....
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: .....

336

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 1st day of March, 2000 from J. Marlon Higgins, Trustee of The Ted Lance Higgins 1989 Trust, 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

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

1. Upon expiration of the subject lease and within thirty (30) days of receipt of written request from Lessor, Lessee shall submit a release of the subject release to the Sublette County Clerk's office for recording, and provide Lessor with a copy of same.

Signed for Identification:

J. Marlon Higgins

J. Marlon Higgins, Trustee

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain Oil and Gas lease, dated March 1, 2000 from The Ted Lance Higgins 1989 Trust, J. Marlon Higgins, Trustee, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we The Ted Lance Higgins 1989 Trust, J. Marlon Higgins, Trustee and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Aztec Energy Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

Credit To:	Address:	Amount:
The Ted Lance Higgins 1989 Trust, J. Marlin Higgins, Trustee	23574 Hwy. 287 Springfield, CO 81073	$1,160.40

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 2nd day of March, 2000.

X J. Marlon Higgins, Trustee _____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)

277731

RECORDED March 14, 00 @ 9:50 AM
IN BOOK 114 OTG PAGE 338
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soeten

STATE OF Colorado }
COUNTY OF Baca } 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 2nd day of March, ~~19~~ 2001 personally appeared J. Marlon Wiggins

and

Susan

, 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 2-24-2003

Michelle Bonser
Notary Public.

Address: 711 E 7th Springfield Co 81073

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 Ratification and Rental Division Order from The Ted Lance Higgins Trust, J. Marlon Higgins, Trustee, to Aztec Energy Corporation, as Lessee, covering that certain March 1, 2000 Oil and Gas Lease.

<u>Township 31 North, Range 110 West, 6th P.M.</u>

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X _____
J. Marlon Higgins, Trustee

341 Rlsd. BK 127 O+G pg 177 3/26/04

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of March, ~~19~~ 2000, by and between

J. Marlon Higgins and Mary Kay Higgins, husband and wife

of 23574 Hwy. 287, Springfield, CO 81073, hereinafter called lessor (whether one or more), and

Aztec Energy Corporation of 7801 Broadway, San Antonio, TX 78209, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) 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

277732

RECORDED March 14 00 @ 2:50 PM
IN BOOK 114 O+G PAGE 341
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kay Cathy Easton

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 at lessor's address shown above Bank at , (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of nine thousand two hundred eighty three & 05/100 DOLLARS ($ 9,283.05), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 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, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records [redacted]ive lessor written notice of approval of the sa[redacted] same manner within a reasonable time after less[redacted]ed of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X J. Marlon Higgins
J. Marlon Higgins

X Mary Kay Higgins
Mary Kay Higgins

467-32-0669
Social Security Number

455-88-5669
Social Security Number

STATE OF Colorado
COUNTY OF Baca } SS.

(Individual—Wyo.)

On this 2nd day of March, ~~19~~ 2000 before me personally appeared J. Marlon & Mary Kay Higgins, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
2-24-2003

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....

Notary Public

STATE OF
COUNTY OF } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ...M and recorded in Book ..... at Page ..... of the records of this office.

..... By .....
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 1st day of March, 2000 from J. Marlon Higgins, et ux, 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

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

1. Upon expiration of the subject lease and within thirty (30) days of receipt of written request from Lessor, Lessee shall submit a release of the subject release to the Sublette County Clerk's office for recording, and provide Lessor with a copy of same.

Signed for Identification:

J. Marlon Higgins

Mary Kay Higgins

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain Oil and Gas lease, dated March 1, 2000 from J. Marlon Higgins and Mary Kay Higgins, husband and wife as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book _____, Page _____, of the Official Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we J. Marlon Higgins and Mary Kay Higgins, husband and wife and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Aztec Energy Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

Credit To:	Address:	Amount:
J. Marlin Higgins and Mary Kay Higgins, husband and wife	23574 Hwy. 287 Springfield, CO 81073	$1,160.40

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of _____, 2000.

x J. Marlon Higgins _____ (Seal)
J. Marlon Higgins

_____ _____ (Seal)

x Mary Kay Higgins _____ (Seal)
Mary Kay Higgins

_____ _____ (Seal)

277733

RECORDED March 14, 00 @ 9:50 AM
IN BOOK 114 O+G PAGE 344
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socha

STATE OF Colorado }
COUNTY OF Baca } 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 2nd day of March, 19 2003, personally appeared J Marlon Higgins

and Mary Kay Higgins

, 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 2-24-2003

Michelle Bonner
Notary Public.

Address: 711 E 7th Springfield 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

This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from J. Marlon Higgins and Mary Kay Higgins, husband and wife, to Aztec Energy Corporation, as Lessee, covering that certain March 1, 2000 Oil and Gas Lease.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X J. Marlon Higgins

X Mary Kay Higgins

J. Marlon Higgins

Mary Kay Higgins

RELEASE OF OIL AND GAS LEASES

STATE OF WYOMING §

COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned AZTEC ENERGY CORPORATION, whose address is 7801 Broadway, Suite 200, San Antonio, TX 78209, does hereby cancel, relinquish, release, surrender and quitclaim unto the original Lessors named in the leases, their heirs, successors, representatives and assigns, all of its right, title and interest in and to the following Oil and Gas Leases:

Oil and Gas Lease dated November 11, 1993 by and between J. Marlon Higgins and Mary K. Higgins, husband and wife, Lessor, and Starwood, Inc., Lessee, recorded in Book 96, Page 62 of the Oil and Gas Records of Sublette County, Wyoming, covering 1,856.61 acres, more or less; and

Oil and Gas Lease dated November 11, 1993 by and between Ted Lance Higgins, Lessor, and Starwood, Inc., Lessee, recorded in Book 104, Page 365 of the Oil and Gas Records of Sublette County, Wyoming, covering 1,856.61 acres, more or less.

IN WITNESS WHEREOF, this instrument is executed on this 3rd day of March, 2000.

RECORDED March 14, 00 @ 9:50 AM
IN BOOK 114 O+G PAGE 347
FEES $6.00
SUBLETTE COUNTY, PINEDALE WYOMING

277734

AZTEC ENERGY CORPORATION

By: Dan C. Perry
President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 3rd day of March, 2000, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

My Commission Expires:
July 1, 2002

LISA D GARCIA
(Printed Notary Name)

Return to: Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, Texas 78209

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

K:\DCP\AZTEC\Pinedale Prosp\Lessors\Release(Higgins).rel

[redacted] [redacted] [redacted]

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W40813

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

ASSIGNOR COPY
TO BE RETURNED UPON APPROVAL

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

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

277775

RECORDED March 16, 00 @ 1:30PM
IN BOOK 114 O+G PAGE 348
FEES $8.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

RECEIVED
CHEYENNE, WYOMING
99 OCT 27 AM 9:00

RECEIVED
BUREAU OF LAND MANAGEMENT
SERVICE MENT OF THE INTERIOR

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

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective NOV 01 1999

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

LAND LAW EXAMINER
(Title)

DEC 28 1999
(Date)

FOR ASSIGNEE

348

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 14th 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

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 20th day of October, 19 99

Questar Exploration and Production Company

Transferee
or **G. L. Nordloh** (Signature) **President/CEO**
Attorney-in-fact
(Signature)

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-102899)

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")

277787

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FEES $100.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soctor

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
also known as N.A. 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")

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")

Edward M. Warner
1401 17th St., Suite 1430
Denver, CO 80202

Edward M. Warner, Trustee of the
Edward M. Warner Revocable Trust
u/t/a dated August 2, 1993
a/k/a The Edward R. Warner
Revocable Trust
1401 17th St., Suite 1430
Denver, CO 80202

W.N.McMurry, as Trustee of
The W.N. McMurry Revocable Trust
under trust agreement of
W.N. McMurry dated May 19, 1993
204 W. 15th Street
Casper, WY 82601

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-100902 issued effective August 1, 1980 to Eugene J. Wait, Jr., covering the Subject Lands and other lands located in Sublette County, Wyoming, said lease being recorded in the records of Sublette County, Wyoming, August 27, 1987 in Book 79 of Oil and Gas at page 337 and recorded October 2, 1997 in Book 105 of Oil and Gas at page 545.

2. By Assignment of Record Title dated August 25, 1986 and recorded in the records of Sublette County October 16, 1986 in Book 77 of Oil and Gas at page 495, Eugene J. Wait, Jr. conveyed all of his interest in Lease WYW-100902 to HPC, Inc., reserving a 5% overriding royalty interest in the lease as to the Subject Lands and other lands.

3. The Subject Lands were segregated out of U.S.A. Oil and Gas Lease WYW-100902 to become Lease WYW-102899 on October 29, 1986 effective as of September 26, 1986.

4. By a series of subsequent assignments McMurry Oil Company acquired the entire working interest in the Subject Lease and Lands which was acquired burdened by the 5% of 8/8ths overriding royalty previously reserved by Eugene J. Wait Jr. The Assignment by which McMurry acquired the Subject Lease and Lands was dated January 30, 1992 and recorded April 2, 1992 in Book 88 of Oil and Gas at Page 393 of the records of Sublette County.

5. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of May 30, 1992 and recorded in the records of Sublette County on October 4, 1993 in Book 93 of Oil and Gas at page 656, McMurry Oil Company conveyed a 0.60% of 8/8ths overriding royalty interest Lease WYW-102899 as to all of the lands covered thereby to John W. Martin.

6. By Assignment of Overriding Royalty Interest dated September 23, 1993 to be effective as of July 1, 1992 and recorded October 4, 1993 in Book 93 of Oil and Gas at page 670 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-102899 as to all of the lands covered thereby:

Doris McMurry	-	0.115% of 8/8ths
Neil A. McMurry	-	0.090% of 8/8ths
Victor L. McMurry	-	0.090% of 8/8ths
Susan Anne Samuelson	-	0.090% of 8/8ths
Carol J. McMurry	-	0.090% of 8/8ths
Gayle L. Kinnison	-	0.090% of 8/8ths
Gary R. Wenzel	-	0.090% of 8/8ths
Kelly Sue Mortimer	-	0.090% of 8/8ths
McMurry Limited Partnership	-	0.090% of 8/8ths

7. 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 4, 1993 in Book 93 of Oil

and Gas at page 664, McMurry Oil Company conveyed the following additional overriding royalty interests in Lease WYW-102899 as to all of the lands covered thereby:

Neil A. McMurry	-	0.250%
Joseph J. Scott	-	0.250%
James W. Curry	-	0.250%
Casey Osborn	-	0.0625%,

making the total overriding royalty interest created by McMurry Oil Company in the Subject Lease and Lands equal to 2.2475% of 8/8ths.

8. 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 53, McMurry Oil Company conveyed an undivided 50.5% of its working interest in Lease WYW-102899 insofar as it covers all of Section 27, 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-102899 to Nerd, Fort Collins and Warner would each be subject to a proportionate share of overriding royalty interests totaling 7.0% of 8/8ths and that the retained 49.50% working interest of McMurry in Lease WYW-102899, insofar as it covers the Subject Lands, would bear a proportionate share of overriding royalties totaling 7.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of 0.50% 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%.

9. 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-102899 to Fort Collins Consolidated Royalties, Inc.

10. By Assignment of Operating Rights (said assignment being hereinafter referred to as the "SOCO Assignment") dated effective December 7, 1994 and recorded in the records of Sublette County, Wyoming on April 22, 1996 in Book 103 of Oil and Gas at page 212, 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 SW/4 of Section 27, 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 SE/4 of said Section 27 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 SW/4 of Section 27 upon "payout" of the Stud Horse Butte 13-27 Well located in the SW/4SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M. as determined under said 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 — None

(b) Overriding royalty reserved by Fort Collins

(i) <u>As to the SW/4 of Section 27, T29N, R108W</u>

Before payout of SHB 13-27 Well — 0.1445% of 8/8ths (*i.e.*, 0.5% of .8 x 36.125%)

After payout of SHB 13-27 Well — 0.0867% of 8/8ths (*i.e.*, 0.5% of .48 x 36.125%)

(ii) <u>As to the N/2 and the SE/4 of Section 27, T29N, R108W</u>

Before and after payout of the SHB 13-27 Well 0.0867% of 8/8ths (*i.e.*, 0.5% of .48 x 36.125%)

(c) Overriding royalty reserved by Nerd

(i) <u>As to the SW/4 of Section 27, T29N, R108W</u>

Before payout of the SHB 13-27 Well — 0.0495% of 8/8ths (*i.e.*, 0.5% x .8 x 12.375%)

After payout of SHB 13-27 Well — 0.0297% of 8/8ths (*i.e.*, 0.5% x .48 x 12.375%)

(ii) <u>As to the N/2 and the SE/4 of Section 27, T29N, R108W</u>

Before and after payout of SHB 13-27 Well — 0.0297% of 8/8ths (*i.e.*, 0.5% x .48 x 12.375%)

(d) Overriding royalty reserved by Warner

(i) <u>As to the SW/4 of Section 27, T29N, R108W</u>

Before payout of SHB 13-27 Well — 0.008% of 8/8ths (*i.e.*, 0.5% x .8 x 2%)

After payout of SHB 13-27 Well — 0.0048% of 8/8ths (*i.e.*, 0.5% x .48 x 2%)

(ii) <u>As to the N/2 and the SE/4 of Section 27, T29N, R108W</u>

Before and after payout of the SHB 13-27 Well — 0.0048% of 8/8ths (*i.e.*, 0.5% x .48 x 2%)

11. By Assignment of Overriding Royalty Interest dated effective as of December 7, 1994 and recorded April 22, 1996 in the records of Sublette County, Wyoming in Book 103 of Oil and Gas at page 236, 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) <u>As to Township 29 North, Range 108 West, 6th P.M.</u>
Section 27: SW/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 27: N/2, SE/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) As to Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/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 80.5% (*i.e.*, 80.5% of 7.225%) before the assignment and a proportionate share of 76.418367% after the assignment; after payout NRI was reduced from a proportionate share of 80.5% (*i.e.*, 80.5% of 18.785%) to a proportionate share of 79.558084%.

Nerd — Prepayout NRI was a proportionate share of 80.5% (*i.e.*, 80.5% of 2.475%) before the assignment and a proportionate share of 76.418384% after the assignment; after payout NRI was reduced from a proportionate share of 80.5% (*i.e.*, 80.5% of 6.435%) to a proportionate share of 79.558089%.

(b) As to the N/2 and the SE/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

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 80.5% (*i.e.*, 80.5% of 18.785%) to a proportionate share of 79.558084%

Nerd — Before and after payout NRI was reduced from a proportionate share of 80.5% (*i.e.*, 80.5% of 6.435%) to a proportionate share of 79.558089%.

12. By Assignment of Overriding Royalty Interest dated effective February 14, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at page 133 of the records of Sublette County, Nerd Enterprises, Inc., conveyed a 0.0061875% overriding royalty interest in Lease WYW-102899 as to all of the Subject Lands and other lands covered thereby to Mick McMurry of 991 Stafford, Casper, Wyoming 82609. The Assignment inadvertently referred to the overriding royalty interest conveyed as 0.0061875% overriding royalty instead of the interest intended to be conveyed, a 0.061875% of 8/8ths overriding royalty. The assignment was intended to convey all of the overriding royalty reserved by Nerd in the SOCO Assignment (*i.e.*, as to horizons above the base of the Mesa Verde formation, 0.0495% before payout and 0.0297% after payout in and under the SW/4 of Section 27, Township 29 North, Range 108 West and 0.0297% both before and after payout

as to the N/2 and SE/4 of said section) together with the following overriding royalties carved out of Nerd's retained working interest in the Subject Lease and Lands:

(a) As to horizons above the base of the Mesa Verde formation

(i) As to the SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

Before payout of the SHB 13-27 Well - 0.012375% of 8/8ths ORI, reducing the NRI attributable to Nerd's remaining 2.475% working interest from a proportionate share of 76.418384% to a proportionate share of 75.918384%

After Payout of the SHB 13-27 Well - 0.032175% of 8/8ths ORI, reducing the NRI attributable to Nerd's remaining 6.435% working interest from a proportionate share of 79.558089% to a proportionate share of 79.058089%

(ii) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

Both before and after payout of the SHB 13-27 Well - 0.032175% of 8/8ths ORI, reducing the NRI attributable to Nerd's remaining working interest from a proportionate share of 79.558089% to a proportionate share of 79.058089%

(b) As to horizons below the base of the Mesa Verde formation in and under all of Section 27, Township 29 North, Range 108 West, 6th P.M.

0.061875% of 8/8ths ORI, reducing the NRI attributable to Nerd's 12.375% working interest from a proportionate share of 80.5% to a proportionate share of 80%.

13. By Overriding Royalty Assignment dated March 4, 1996, recorded March 6, 1996, recorded March 6, 1996 in Book 103 Oil and Gas at page 105 of the records of Sublette County, Wyoming, Eugene J. Wait, Jr. assigned all of his right, title and interest in and to a 5.0% overriding royalty interest in the Subject Lease and Lands to the following parties as follows:

Weeks, Brewer & Associates	1.80625%
W.N. McMurry Revocable Trust	1.00000%
N.A. McMurry	0.61875%
John W. Martin	1.00000%
Edward R. Warner Revocable Trust	0.10000%
James W. Curry	0.47500%

The assignment should have named W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust under Trust Agreement dated May 19, 1993 in lieu of just the W.N. McMurry Revocable Trust. Also, the assignment should have designated Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 instead of the Edward R. Warner Revocable Trust.

14. By Assignment of Overriding Royalty Interest dated April 18, 1996, effective as of March 4, 1996, recorded April 29, 1996 in Book 103 Oil and Gas at page 289 of the records of Sublette County, Wyoming, Weeks, Brewer & Associates assigned all of its 1.80625% overriding royalty interest in the Subject Lease and Lands to the following parties in the following undivided percentages:

Fort Collins Consolidated Royalties, Inc.	94.0%
WRW Energy Co., a Colorado General Partnership	5.0%
Dianne E. Greene	1.0%.

15. By Assignment of Overriding Royalty dated to be effective December 7, 1994 and recorded April 22, 1996 in Book 103 of Oil and Gas at page 259 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) As to Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4

As to formations from the surface of the earth to the base of the Mesa Verde formation

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 27: N/2, SE/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 SW/4 of Section 27, 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 76.418367% to a proportionate share of 70.418367%.

After payout net revenue interest reduced from a proportionate share of 79.558084% to a proportionate share of 73.558084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 80.5% to a proportionate share of 77.38%

(b) As to the N/2 and SE/4 of Section 27, 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 79.558084% to a proportionate share of 73.5584084%

As to formations below the base of the Mesa Verde formation

Before and after payout net revenue interest reduced from a proportionate share of 80.5% to a proportionate share of 77.38%

16. 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%.

17. 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 SW/4 of Section 27, Township 29 North, Range 108 West

Before payout of the SHB 13-27 Well [(80.0% - 75.918364%) x 3.3%)] or 0.134693% of 8/8ths

After payout of the SHB 13-27 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(ii) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West

Before and after payout of the SHB 13-27 Well [(80.0% - 79.058085%) x 8.58%] or 0.080816% of 8/8ths

(b) By Fort Collins:

(i) As to the SW/4 of Section 27, Township 29 North, Range 108 West

Before payout of the SHB 13-27 Well [(80.0% - 70.418367%) x 2.408%] or 0.230726% of 8/8ths

After payout of the SHB 13-27 Well [(80.0% - 73.558084%) x 6.262%] or 0.403393% of 8/8ths

(ii) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West.

Before and after payout of the SHB 13-27 Well [(80.0% - 73.558084%) x 6.262%] or 0.403393% of 8/8ths

(c) By Nerd:

(i) As to the SW/4 of Section 27, Township 29 North, Range 108 West

Before payout of the SHB 13-27 Well [(80.0% - 75.918384%) x 0.825%] or 0.033673% of 8/8ths

After payout of the SHB 13-27 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

(ii) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West

Before and after payout of the SHB 13-27 Well [(80.0% - 79.058089%) x 2.145%] or 0.020204% of 8/8ths

18. Pursuant to the CoEnergy Assignment the following overriding royalty interest was conveyed to CoEnergy by Fort Collins out of its retained 24.084% working interest as to horizons below the base of the Mesa Verde formation in the Subject Lease and Lands:

As to all of Section 27, Township 29 North, Range 108 West, 6th P.M.

[(80.0% - 77.38%) x 12.041%] or 0.315474%

19. 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 SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 13-27 Well 0.133% x (80.5% - 80.0%) = 0.000665% of 8/8ths

After Payout of the SHB 13-27 Well 0.347% x (80.5% - 80.0%) = 0.001735%

(ii) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

0.347% x (80.5% - 80.0%) = 0.001735%

(b) As to Horizons below the Base of the Mesa Verde formation in and under all of Section 27, Township 29 North, Range 108 West, 6th P.M.

0.667% x (80.5% - 80.0%) = 0.003335%

20. 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

[redacted] [redacted] [redacted]

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 SW/4 of Section 27, Township 29 North, Range 108 West, 6th P.M.

Before Payout of the SHB 13-27 Well - 6.666%

After Payout of the SHB 13-27 Well - 17.334%

(ii) As to the N/2 and SE/4 of Section 27, 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 27, Township 29 North, Range 108 West, 6th P.M.

33.333%

21. 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 739, 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 SW/4 of Section 27, 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 SW/4 of Section 27, Township 29 North, Range 108 West, and as to all depths in and under the N/2 and SE/4 of said Section 27:

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 13-27 Well located in the SW/4SW/4 of Section 27, 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.

22. 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.

23. CoEnergy Rockies, Inc. has changed its corporate name to MCNIC Oil & Gas Properties, Inc., said Company being hereinafter referred to as "MCNIC".

24. The parties acknowledge that the individual referred to in the Recitals as Mick McMurry, Neil A. McMurry and N.A. McMurry are all one and the same person.

25. 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 5% of 8/8ths overriding royalty interest in the Subject Lease and Lands reserved by Eugene J. Wait, Jr., as described in paragraph 2 of the Recitals has been reassigned as described in paragraph 13 and 14 of the Recitals and is owned as follows:

Fort Collins 94% of 1.80625% or 1.697875%

WRW Energy Co. 5% of 1.80625% or 0.090313%

Dianne E. Greene 1% of 1.80625% or 0.018062%

W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 1.000000%

N.A. McMurry a/k/a Mick McMurry a/k/a Neil A. McMurry 0.618750%

John W. Martin 1.000000%

Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 0.100000%

James W. Curry 0.475000%;

and that each of said overriding royalties insofar as it affects the Subject Lease and Lands is valid and subsisting and is borne proportionately out of the interests of all of the Working Interest Owners.

3. 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 6 and 7 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 0.6% of 8/8ths overriding royalty interest of John W. Martin created by the assignment described in paragraph 5 of the Recitals, said overriding royalty is valid and subsisting and 0.3525% 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 0.2475% shall be borne out of the working interests of the Working Interest Owners as follows:

(a) As to the SW/4 of Section 27, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 13-27 Well

Amoco	80%
McMurry	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 13-27 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 13-27 Well

McMurry	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the SHB 13-27 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 13-27 Well

McMurry	2/3rds
MCNIC	1/3rd

4. The overriding royalty interests of Fort Collins and Warner described paragraph No. 10 of the foregoing Recitals shall be borne solely out of the working interest in the Subject Lease and Lands now owned by Amoco and conveyed by the SOCO Assignment. The overriding royalty reserved by Nerd in the SOCO Assignment was subsequently conveyed to Mick McMurry as part of the 0.061875% overriding royalty referred to in Recital 12 above.

5. Neil A. McMurry referred to in Recitals 6 and 7 above is one and the same person as Mick McMurry referred to in Recital 12 and N.A. McMurry referred to in Recital 13.

6. The overriding royalty interests of both Martin and Warner created by the assignment described in paragraph 11 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 interest conveyed to Mick McMurry in the assignment described in Recital 12 was a 0.061875% of 8/8ths overriding royalty as to the Subject Leases and Lands and not a 0.0061875% of 8/8ths interest. Said overriding royalty shall be borne as follows:

(a) As to the SW/4 of Section 27, Township 29 North, Range 108 West

(i) Horizons above the base of the Mesa Verde formation

Before Payout of the SHB 13-27 Well

Amoco	80%
Nerd	2/3rds of 20%
MCNIC	1/3rd of 20%

After Payout of the SHB 13-27 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 13-27 Well

Nerd	2/3rds
MCNIC	1/3rd

(b) As to the N/2 and SE/4 of Section 27, Township 29 North, Range 108 West

(i) Horizons above the Base of the Mesa Verde formation before and after Payout of the SHB 13-27 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 13-27 Well

Nerd	2/3rds
MCNIC	1/3rd

8. The overriding royalty interests of WRW Energy Co., and Dianne E. Greene created by the assignment described in paragraph 15 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.

9. 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.

10. 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 17(a), (b) and (c) of the Recitals, which overriding royalties shall be owned by MCNIC.

11. The overriding royalty interest in the Subject Lease and Lands as to horizons below the base of the Mesa Verde formation, which was conveyed by Fort Collins and which is described in paragraph 18 of the Recitals is owned by MCNIC and is borne solely out of the working interest in the Subject Lease and Lands of Fort Collins.

12. The overriding royalty interest reserved by Warner in the Subject Lease and Lands and described in Recital 19, shall be borne solely out of the working interest of MCNIC.

13. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 20 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 19 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. This increase is reflected on Exhibit "B".

14. 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 21 of the Recitals shall be borne solely out of the working interest of Fort Collins.

15. 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.

16. 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.

17. 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.

18. The term "Payout" as used herein shall refer to payout of the Stud Horse Butte 13-27 Well located in the SW/4SW/4 of Section 27, 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. 10 of the Recitals.

19. 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.

20. 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

ATTEST:

AMOCO PRODUCTION COMPANY

By: _____
Name: S. D. BLOSSOM
Title: ATTORNEY-IN-FACT
Date: 11/2/99

RGL H&B

_____
Name: _____
Title: _____
Date: _____

ATTEST:

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: _____

20. 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:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

Pauline E. Doohan
Name: Pauline E. Doohan
Title: Senior Attorney
Date: October 22, 1999

By: D L K
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 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:_____

20. 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

ATTEST:

AMOCO PRODUCTION COMPANY

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

McMURRY OIL COMPANY

_____
Name:_____
Title:_____
Date:_____

By:_____
JOHN W. MARTIN, President
Date: 11/3/99

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
WILLIAM R. WEEKS, Executive Vice-President
Date:_____

ATTEST:

NERD ENTERPRISES, INC., a Wyoming corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
MICK McMURRY, President
Date:_____

20. 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:_____
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:

Deanne E Spera
Name: Dianne E. Greene
Title: Asst. Secretary
Date: 10/13/99

By: [signature]
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

By:_____
MICK McMURRY, President
Date:_____

20. 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:_____
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:

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: 10/19/95

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:

NEIL A. McMURRY, a/k/a MICK McMURRY and N.A. 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
W.N. McMURRY, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993

By:
JOHN W. MARTIN, Attorney-in-Fact
Date:

CASEY OSBORN
Date:

EDWARD M. WARNER individually and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 a/k/a the Edward R. Warner Revocable Trust
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
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 and N.A. 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
W.N. McMURRY, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date: 11/3/99

CASEY OSBORN
Date:_____

EDWARD M. WARNER individually and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 a/k/a the Edward R. Warner Revocable Trust
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

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 and N.A. McMurry
Date: 10-21-99

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
W.N. McMURRY, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

CASEY OSBORN
Date:_____

EDWARD M. WARNER individually and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 a/k/a the Edward R. Warner Revocable Trust
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. McMURRY, a/k/a MICK McMURRY and N.A. 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
W.N. McMURRY, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

Casey Osborn
CASEY OSBORN
Date: 11-29-99

EDWARD M. WARNER individually and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 a/k/a the Edward R. Warner Revocable Trust
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

[redacted] [redacted] [redacted]

EDWARD M. WARNER, an Individual
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date:_____

NEIL A. McMURRY, a/k/a MICK McMURRY and N.A. 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
W.N. McMURRY, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993

By:_____
JOHN W. MARTIN, Attorney-in-Fact
Date:_____

CASEY OSBORN
Date:_____

EDWARD M. WARNER individually and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993 a/k/a the Edward R. Warner Revocable Trust
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 COMPANY

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: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name: Dianne E Greene
Title: Asst Secretary
Date: 10/13/99

By: _____
WILLIAM R. WEEKS, Executive Vice-President
Date: 10/13/99

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: _____

WRW ENERGY COMPANY

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
DIANNE E. GREENE
Date:_____

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

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: October 22, 1999

By:_____
Name: Daniel L. Schiffer
Title: Vice President
Date: October 22, 1999

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

WRW ENERGY COMPANY

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

_____
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:

_____
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: October 26, 1999

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: _____

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 _____, 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

Andrea L. Campau
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

NOTARY PUBLIC WAYNE COUNTY, MICH.

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 _____, 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: _____
_____

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:
November 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 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 _____, 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: _____
_____

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.

My Co[illegible] NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2002

_____

Diane E Theese
Notary Public
Address: 5905 Green Meadows
Cheyenne, WY 82007

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, and individual, as both working interest and overriding royalty interest owner, and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993, 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 and N.A. 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 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, and individual, as both working interest and overriding royalty interest owner, and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993, this 19 day of Oct, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Jan 22, 2001

Donna M Van Peter
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 and N.A. 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 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, and individual, as both working interest and overriding royalty interest owner, and as Trustee of the Edward M. Warner Revocable Trust u/t/a August 2, 1993, 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, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 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 and N.A. 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, and W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, this 3rd day of November, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 13, 2002

Melanie D. 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 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 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, and W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, 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 9th 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

_____
Notary Public
Address: Box 415
Big Piney

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 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, and W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993, 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:
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 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:
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 82009

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene, this 13th day of October, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
April 18, 2001

Warren E. Major
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: _____
_____

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 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

Andrea L. Campau
Notary Public Andrea L. Campau
Address: 500 Griswold Street
Detroit, Michigan 48226

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 A. Tyler
Notary Public
Address: P. O. Box 3102
Tulsa, OK 74101

[redacted] [redacted] [redacted]

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 _____, 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 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-102899

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-102899 originally WYW-100902	USA	Eugene J. Wait, Jr.	8/1/86 segregated out of WYW-100902 effective 9/26/86	T29N, R108W, 6th P.M. Sec 27: All	79 rerecorded 105	337 545

391

[redacted] [redacted] [redacted]

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-102899

Working Interest Owner	As to Horizons in and under the SW/4 of Section 27, 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	4.867048	17.334	13.189447
McMurry	6.600	4.875918	17.160	13.485551
Fort Collins	4.817	1.427327	12.523	7.767886
Nerd	1.650	1.218980	4.290	3.371388
Warner	0.267	0.214935	0.693	0.557865
Total working interest	100.000	76.604208	100.000	76.772137

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EXHIBIT "B" Page 2 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-102899

Overriding Royalty Interest Owner	As to Horizons in and under the SW/4 of Section 27, 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	1.000000 0.352500 0.247500 0.400000	2.000000	1.000000 0.352500 0.247500 0.240000	1.840000
Neil A. McMurry a/k/a Mick McMurry a/k/a N.A. McMurry	0.618750 0.090000 0.250000 0.049500 0.012375	1.020625	0.618750 0.090000 0.250000 0.029700 0.032175	1.020625
Doris McMurry		0.115000		0.115000
Victor L. McMurry		0.090000		0.090000
Susan Anne Samuelson		0.090000		0.090000
Carol J. McMurry		0.090000		0.090000
Gayle L. Kinnison		0.090000		0.090000
Gary R. Wenzel		0.090000		0.090000
Kelly Sue Mortimer		0.090000		0.090000
McMurry Limited Partnership		0.090000		0.090000
Joseph J. Scott		0.250000		0.250000
James W. Curry	0.475000 0.250000	0.725000	0.475000 0.250000	0.725000
Casey Osborn		0.062500		0.062500
W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993		1.000000		1.000000
Edward M. Warner	0.008000 0.400000 0.000665	0.408665	0.004800 0.240000 0.001735	0.246535
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust u/t/a August 3, 1993		0.100000		0.100000
Fort Collins	1.697875 0.144500	1.842375	1.697875 0.086700	1.784575
Marshall C. Crouch III		0.033330		0.086670
Jane R. Crouch		0.033330		0.086670
WRW Energy Co.	0.090313 0.361250 1.445000	1.896563	0.090313 0.939250 0.867000	1.896563
Dianne E. Greene	0.018062 0.072250 0.289000	0.379312	0.018062 0.187850 0.173400	0.379312
MCNIC	0.134693 0.230726 0.033673	0.399092	0.080816 0.403393 0.020204	0.504413
Total Overriding Royalty		10.895792		10.727863
Total ORI plus working interest NRI		87.500000		87.500000

[redacted] [redacted] [redacted]

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-102899

Working Interest Owners	Horizons in and under the SE/4 and N/2 of Section 27, 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	13.189447
McMurry	17.160	13.485551
Fort Collins	12.523	7.767886
Nerd	4.290	3.371388
Warner	0.693	0.557865
Total working interest	100.000	76.772137

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EXHIBIT "B" Page 4 of 4

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-102899

Horizons in and under the SE/4 and N/2 of Section 27, 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	1.000000 0.352500 0.247500 0.240000	1.840000
Neil A. McMurry a/k/a Mick McMurry a/k/a N.A. McMurry	0.618750 0.090000 0.250000 0.029700 0.032175	1.020625
Doris McMurry		0.115000
Victor L. McMurry		0.090000
Susan Anne Samuelson		0.090000
Carol J. McMurry		0.090000
Gayle L. Kinnison		0.090000
Gary R. Wenzel		0.090000
Kelly Sue Mortimer		0.090000
McMurry Limited Partnership		0.090000
Joseph J. Scott		0.250000
James W. Curry	0.475000 0.250000	0.725000
Casey Osborn		0.062500
W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993		1.000000
Edward M. Warner	0.004800 0.240000 0.001735	0.246535
Edward M. Warner Trustee of the Edward M. Warner Revocable Trust u/t/a dated August 2, 1993	0.100000	0.100000
Fort Collins	1.697875 0.086700	1.784575
Marshall C. Crouch III		0.086670
Jane R. Crouch		0.086670
WRW Energy Co.	0.090313 0.939250 0.867000	1.896563
Dianne E. Greene	0.018062 0.187850 0.173400	0.379312
MCNIC	0.080816 0.403393 0.020204	0.504413
Total Overriding Royalty		10.727863
Total ORI and Working Interest NRI		87.500000

[redacted] [redacted] [redacted]

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-102899

Working Interest Owner	As to Depths below the Base of the Mesa Verde formation in and under All of Section 27, Township 29 North, Range 108 West, 6th P.M. both Before and after Payout	
	WI (%)	NRI (%)
MCNIC	33.333	26.017596
McMurry	33.000	26.400000
Fort Collins	24.084	17.280325
Nerd	8.250	6.600000
Warner	1.333	1.073065
Total	100.000	77.370986

The Rest of the Page Is Intentionally Left Blank

396

EXHIBIT "C" Page 2 of 2

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-102899

As to Depths below the Base of the Mesa Verde Formation in and under All of Section 27, 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	1.000000 0.352500 0.247500	1.600000
Neil A. McMurry a/k/a Mick McMurry a/k/a N.A. McMurry	0.618750 0.090000 0.250000 0.061875	1.020625
Doris McMurry		0.115000
Victor L. McMurry		0.090000
Susan Anne Samuelson		0.090000
Carol J. McMurry		0.090000
Gayle L. Kinnison		0.090000
Gary R. Wenzel		0.090000
Kelly Sue Mortimer		0.090000
McMurry Limited Partnership		0.090000
Joseph J. Scott		0.250000
James W. Curry	0.475000 0.250000	0.725000
Casey Osborn		0.062500
W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993		1.000000
Edward M. Warner		0.003335
Edward M. Warner as Trustee of the Edward M. Warner Revocable Trust u/t/a dated August 2, 1993		0.100000
Marshall C. Crouch III		0.166665
Jane R. Crouch		0.166665
WRW Energy Co.	0.090313 0.939250 0.867000	1.896563
Dianne E. Greene	0.018062 0.187850 0.173400	0.379312
Fort Collins		1.697875
MCNIC		0.315474
Total Overriding Royalty Interest		10.129014
Total Overriding Royalty Interest plus working interest NRI		87.500000

[redacted] [redacted] [redacted]

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW 145809

Lease Effective Date
(Anniversary Date)
August 1, 1998

New Serial No.

BUREAU OF LAND MANAGEMENT
98 DEC 21 AM 9:00
RECEIVED
CHEYENNE, WYOMING

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JOHN P. LOCKRIDGE
   Street P.O. Box 1499
   City, State, ZIP Code Pebble Beach, CA 93953-1499

*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 36 North, Range 113 West, 6th P.M. Section 3: Lots 1-4, S/2N/2, S/2 Containing 612.40 acres, more or less Sublette County, Wyoming	100%	75% Interest conveyed to Assignee: 25.0000% John P. Lockridge 9.0820% McLish Resources, L.P. 6.0580% The Walter K. Arbuckle Trust 9.0840% The Elliott A. Riggs Trust 3.0260% The W. Clifton Arbuckle Trust 22.7500% WILLOCO, LLC	25%	-0-	-0-

RECORDED March 20, 2000 9:35AM
IN BOOK 114 O+G PAGE 398
FEES $ 17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

277795

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JAN 01 1999

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

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER AUG 09 1999
(Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. [illegible] or for Land Description in Item No. 3 if needed.

MCLISH RESOURCES, L.P.
633 17th Street, Suite 1910
Denver, CO 80202

THE WALTER K. ARBUCKLE TRUST
4725 E. Sunrise Drive, Suite 115
Tucson, AZ 82718

THE ELLIOTT A. RIGGS TRUST
P.O. Box 711
Farmington, NM 87499

THE W. CLIFTON ARBUCKLE TRUST
633 17th Street, Suite 1650
Denver, CO 80202

WILLOCO, LLC
1775 Sherman Street, Suite 1955
Denver, CO 80203

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 20th day of October, 19 98
TO BE EFFECTIVE AUGUST 1, 1998

Name of Assignor as shown on current lease PRIMA OIL & GAS COMPANY
Please type or print

Assignor
or
Attorney-in-fact G. Walter Lunsford (Signature)

1801 Broadway, Suite 500
(Assignor's Address)

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

Executed this 28 day of October, 19 98

JOHN P. LOCKRIDGE

Assignee John P. Lockridge (Signature)
or
Attorney-in-fact (Signature)

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

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

☆ U.S. GPO: 1996–774-004/41006

[redacted] [redacted] [redacted]

Attached to and made a part [redacted] that certain ASSIGNMENT OF R[redacted]ORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145809, Sublette County, Wyoming.

==========

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

Executed this 17th day of October, 1998.

Assignee:
MCLISH RESOURCES, L.P.

ATTEST:

_____
Title: _____

By: _____
Name: _____
Title: _____

==========

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

Executed this 30th day of November, 1998.

Assignee:
THE WALTER K. ARBUCKLE TRUST

By: _____
Name: _____
Title: _____

==========

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

Executed this 30th day of November, 1998.

Assignee:
THE ELLIOTT A. RIGGS TRUST

By: _____
Name: _____
Title: _____

==========

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 Oct., 1998.

Assignee:
THE W. CLIFTON ARBUCKLE TRUST

By: _____
Name: W. Clifton Arbuckle
Title: Trustee

Attached to and made a part that certain ASSIGNMENT OF R ORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145809, Sublette County, Wyoming.

==========

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 11TH day of NOVEMBER, 1998.

Assignee:
WILLOCO, LLC

ATTEST:

By: Joseph B
Name: JOSEPH H. BRINKMAN
Title: MANAGER

Title: _____

==========

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145809, Sublette County, Wyoming.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 20th day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of PRIMA OIL & GAS COMPANY. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

STATE OF California }
} ss.
COUNTY OF Monterey }

On this 28th day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOHN P. LOCKRIDGE, to me known to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

Aug. 24, 200[illegible]

CHRISTINE MURRY
Comm #1153054
Notary Public-California
Monterey County
My Comm. Exp. Aug 24, 2001

NOTARY PUBLIC

Christine Murry

Printed Name: Christine MURRY
Address: Box 1356
Pebble Beach, CA 93953

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 30th day of OCTOBER, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared N.D. McLISH, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the GENERAL PARTNER of MCLISH RESOURCES, L.P. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC

Jaxcene L. Heinze

Printed Name: JAXCENE L. HEINZE
Address: 633 17th St. Suite 1650
DENVER CO 80202

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145809, Sublette County, Wyoming.

STATE OF Colorado }
} ss.
COUNTY OF Denver }

On this 30th day of November, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Walter K. Arbuckle, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE WALTER K. ARBUCKLE TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC
Jaxcene L. Heinze
Printed Name: Jaxcene L. Heinze
Address: 633 17th St. #1650
Denver Co 80202

STATE OF Colorado }
} ss.
COUNTY OF Denver }

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Elliott A. Riggs, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE ELLIOTT A. RIGGS TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC
Jaxcene L. Heinze
Printed Name: Jaxcene L. Heinze
Address: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO }
} ss.
COUNTY OF Denver }

On this 30th day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Clifton Arbuckle, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE W. CLIFTON ARBUCKLE TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC
Jaxcene L. Heinze
Printed Name: Jaxcene L. Heinze
Address: 633 17th St. #1650
Denver Co 80202

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145809, Sublette County, Wyoming.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 11th day of Nov., 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Brinkman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of WILLOCO, LLC. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

My Commission Expires April 6, 2002

NOTARY PUBLIC

Denise M. Seurer

Printed Name: Denise M Seurer
Address: 8472 S. Sunflower St.
Highlands Ranch, CO 80126

NOTARY PUBLIC STATE OF COLORADO

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 DEC 21 AM 9:00

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 145808

Lease Effective Date
(Anniversary Date)
August 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

277796

1. Assignee* ANSCHUTZ EXPLORATION COMPANY
   Street 555 Seventeenth Street, Suite 2400
   City, State, ZIP Code Denver, CO 80202

RECD March 20, 2000 9:35 AM
IN BOOK 114016 PAGE 405
FEES $10.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

*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 35 North, Range 112 West, 6th P.M. Section 6: Lots 3-5, SE/4NW/4, NE/4SW/4 Section 29: NW/4	100%	90%	10%	-0-	-0-
		Interest conveyed to Assignee:			
Containing 359.25 acres, more or less Sublette County, Wyoming		60.0000%	Anschutz Exploration Company		
		10.0000%	John P. Lockridge		
		3.6328%	McLish Resources, L.P.		
		2.4232%	The Walter K. Arbuckle Trust		
		3.6336%	The Elliott A. Riggs Trust		
		1.2104%	The W. Clifton Arbuckle Trust		
		9.1000%	WILLOCO, LLC		

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

FEB 22 2000
Patricia M. Hall
BUREAU OF LAND MANAGEMENT

ORIGINAL

1/1

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 JAN 01 1999

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

By William A. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 09 1999
(Date)

[redacted] [redacted] [redacted]

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

JOHN P. LOCKRIDGE
P.O. Box 1499
Pebble Beach, CA 93953-1499

THE W. CLIFTON ARBUCKLE TRUST
633 17th Street, Suite 1650
Denver, CO 80202

MCLISH RESOURCES, L.P.
633 17th Street, Suite 1910
Denver, CO 80202

WILLOCO, LLC
1775 Sherman Street, Suite 1955
Denver, CO 80203

THE WALTER K. ARBUCKLE TRUST
4725 E. Sunrise Drive, Suite 115
Tucson, AZ 82718

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

FEB 22 2000
Patricia M. Hurd
BUREAU OF LAND MANAGEMENT

THE ELLIOTT A. RIGGS TRUST
P.O. Box 711
Farmington, NM 87499

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 20th day of October, 19 98
TO BE EFFECTIVE AUGUST 1, 1998

Name of Assignor as shown on current lease PRIMA OIL & GAS COMPANY
Please type or print

Assignor or Attorney-in-fact _____ (Signature)
G. Walter Lunsford (Signature)
1801 Broadway, Suite 500
(Assignor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this 22nd day of October, 19 98

ANSCHUTZ EXPLORATION COMPANY

Assignee or Attorney-in-fact _____ (Signature)
Nancy E. Holtz
Asst. Vice President

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

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

☆ U.S. GPO 1998-774/00041005

406

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145808, Sublette County, Wyoming.

==========

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

Executed this 28 day of October, 1998.

Assignee:
JOHN P. LOCKRIDGE

John P. Lockridge

==========

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

Executed this 27th day of October, 1998.

Assignee:
MCLISH RESOURCES, L.P.

ATTEST:

By: _____

_____ Name: _____

Title: _____ Title: _____

==========

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

Executed this 30th day of November, 1998.

Assignee:
THE WALTER K. ARBUCKLE TRUST

By: _____

Name: _____

Title: _____

RECORDED
CHEYENNE, WYOMING
DEC 21 AM 9:00

==========

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

Executed this 30th day of November, 1998.

Assignee:
THE ELLIOTT A. RIGGS TRUST

By: _____

Name: _____

Title: _____

==========

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

FEB 2 3 2000

Patricia M. Hamlin

BUREAU OF LAND MANAGEMENT

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145808, Sublette County, Wyoming.

==========

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 Oct., 1998.

Assignee:
THE W. CLIFTON ARBUCKLE TRUST

By: W. Clifton Arbuckle
Name: W. Clifton Arbuckle
Title: Trustee

==========

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 11TH day of NOVEMBER, 1998.

Assignee:
WILLOCO, LLC

ATTEST:

By: Joseph H. Brinkman
Name: JOSEPH H. BRINKMAN
Title: MANAGER

Title: _____

==========

BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
98 DEC 21 AM 9:00

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

FEB 22 2000
Patricia M. Hank
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145808, Sublette County, Wyoming.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 20th day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of PRIMA OIL & GAS COMPANY. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 22nd day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nancy E. Holtz, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Asst. Vice Pres. of ANSCHUTZ EXPLORATION COMPANY. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

July 23, 2001

NOTARY PUBLIC

Karen M. Dollard

Printed Name: Karen M. Dollard
Address: 555 17th Street, # 2400
Denver, CO 80202

STATE OF California }
} ss.
COUNTY OF Monterey }

On this 28th day of October, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOHN P. LOCKRIDGE, to me known to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

Aug 24, 2001

CHRISTINE MURRY
Comm #1153054
Notary Public-California
Monterey County
My Comm. Exp. Aug 24, 2001

NOTARY PUBLIC

Christine Murry

Printed Name: Christine Murry
Address: Box 1356
Pebble Beach, CA 93953

410

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145808, Sublette County, Wyoming.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 30th day of OCTOBER, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. P. McLISH, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the GENERAL PARTNER of MCLISH RESOURCES, L.P. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC

Jaxcene L. Heinze

Printed Name: JAXCENE L. HEINZE
Address: 633 17th St. #1650
DENVER CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 30th day of NOVEMBER, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Walter K. Arbuckle, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE WALTER K. ARBUCKLE TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC

Jaxcene L. Heinze

Printed Name: JAXCENE L. HEINZE
Address: 633 17th St. #1650
DENVER CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 30th day of NOVEMBER 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Elliott A. Riggs, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE ELLIOTT A. RIGGS TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC

Jaxcene L. Heinze

Printed Name: 633 17th Street #1650
Address: DENVER CO 80202
JAXCENE L. HEINZE

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST dated effective August 1, 1998 and pertaining to Federal Lease WYW 145808, Sublette County, Wyoming.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 30th day of Nov., 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Clifton Arbuckle, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Trustee of THE W. CLIFTON ARBUCKLE TRUST. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

JAXCENE L. HEINZE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1-4-2000

NOTARY PUBLIC

Jaxcene L. Heinze
Printed Name: JAXCENE L. HEINZE
Address: 633 17th St. #1650
DENVER CO 80202

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On this 11th day of Nov., 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Brinkman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of WILLOCO, LLC. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

My Commission Expires April 6, 2002

NOTARY PUBLIC

Denise M. Seurer
Printed Name: Denise M Seurer
Address: 8472 S. Sunflower St.
Highlands Ranch, CO 80126

NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF WYOMING (
(SS KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF NATRONA (

That Elizabeth M. Holmes, formerly Elizabeth M. Hoffline, 3720 Valley Road, Casper Wyoming, 82601, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby assigns and quitclaims unto HILLTOP NATIONAL BANK, TRUSTEE OF THE REVOCABLE TRUST OF ELIZABETH M. HOLMES dated January 4, 2000, P.O. Box 2680, Casper, Wyoming 82602 of the Grantors interest, as it may appear of record, in and to the mineral estate and leasehold estate, including all of the oil and gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all cost or expensed to Assignee.

This overriding Royalty Assignment shall be subject to all instruments of record covering the following described lands at the County Clerk and Recorders Office and the Cheyenne Federal Land Office at Cheyenne, Wyoming as hereinafter described, and attached hereto as Exhibit "A"

To have and to hold, unto the Assignee, and their heirs, successors and assigns forever, and Grantor binds herself and her successors and assigns to Quitclaim all and singular the said premises unto the said Assignee, and their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

277799

RECORDED March 20, 00 @ 10:15 AM
IN BOOK 114 OR6 PAGE 413
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Signed this 22 day of February, 2000.

Elizabeth M. Holmes
Elizabeth M. Holmes
Formerly Elizabeth M. Hoffline

STATE OF WYOMING (
(
COUNTY OF NATRONA (

Before me, the undersigned authority on this day personally appeared Elizabeth M. Holmes, know to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of February, 2000.

Diane R. Irwin

NOTARY PUBLIC
DIANE R. IRWIN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires June 11, 2001

[redacted]

Exhibit A
From the lands de[redacted]ed as
The Hogsback Well
Sublette County and Lincoln County, Wyoming

[redacted]

==========

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0019
SUBTHRUST FRONTIER FORMATION
LOTS 1,2,3,4, E/2 W/2, E/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0020
SUBTHRUST FRONTIER FORMATION
W/2, SE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0029
SUBTHRUST FRONTIER FORMATION
NE/4 NE/4, S/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0030
SUBTHRUST FRONTIER FORMATION
ALL

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0031
SUBTHRUST FRONTIER FORMATION
ALL

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0032
SUBTHRUST FRONTIER FORMATION
W/2, NE/4 SE/4, SE/4 NE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0001
SUBTHRUST FRONTIER FORMATION
E/2 SW/4, SE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0012
SUBTHRUST FRONTIER FORMATION
E/2 W/2, E/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0013
SUBTHRUST FRONTIER FORMATION
W/2 E/2, SW/4, NE/4 NW/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0024
SUBTHRUST FRONTIER FORMATION
E/2

Exhibit A
From the lands described as
The Hogsback Well
Sublette County and Lincoln County, Wyoming

==========

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 0113 W MER: SECT: 0005
SUBTHRUST FRONTIER FORMATION
LOTS 4, 5 & 12, W/2 SW/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 0113 W MER: SECT: 0006
SUBTHRUST FRONTIER
ALL

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 0113 W MER: SECT: 0007
SUBTHRUST FRONTIER FORMATION
LOTS 1, 2, 6 & 7, E/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 0113 W MER: SECT: 0008
SUBTHRUST FRONTIER FORMATION
SW/4, W/2 NW/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 0114 W MER: SECT: 0001
SUBTHRUST FRONTIER FORMATION
E/2 SE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0006
SUBTHRUST FRONTIER FORMATION
LOTS 3, 4, 5, 6 & 7, SE/4 NW/4, E/2 SW/4, SE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0007
SUBTHRUST FRONTIER FORMATION
LOTS 1,2,3,4, E/2 W/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0013
SUBTHRUST FRONTIER FORMATION
E/2 E/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0017
SUBTHRUST FRONTIER FORMATION
W/2 W/2, SE/4 SW/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0113 W MER: SECT: 0018
SUBTHRUST FRONTIER FORMATION
ALL

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Exhibit

From the lands described as
The Hogsback Well
Sublette County and Lincoln County, Wyoming

==========

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0025
SUBTHRUST FRONTIER FORMATION
E/2, SE/4 SW/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0027 N RANGE: 0114 W MER: SECT: 0036
SUBTHRUST FRONTIER FORMATION
E/2, W/2 NW/4, E/2 W/2

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0023 N RANGE: 0114 W MER: SECT: 0036
SUBTHRUST FRONTIER FORMATION
S/2 SE/4

STATE: WYOMING (49) COUNTY: SUBLETTE
TOWN: 0026 N RANGE: 113 W MER: SECT: 0008
SUBTRUST FRONTIER FORMATION
W/2

STATE: WYOMING (49) COUNTY: LINCOLN
TOWN: 0026 N RANGE 113W MER: SECT: 0008
SUBTRUST FRONTIER FORMATION
W/2

Ope

RECEIVED

APPROVAL--CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the Assistant District Manager for Minerals, Bureau of Land Management, I do hereby:

A. Approve the attached communitization agreement covering _____

SE/4 Section 35, T 28 N - R 112 W

Sublette County, Wyoming ,

as to (natural gas and associated liquid hydrocarbons) ~~(crude oil and associated natural gas)~~ producible from the _____

Bear River formation(s).

B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

277805
RECORDED March 20,00 @ 3:25pm
IN BOOK 114 O+G PAGE 417
FEES $ 14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

ACTING Robert N. Chase
Assistant District Manager
Bureau of Land Management
Division of Mineral Resources
Rock Springs, Wyoming

Approved: OCT 30 1985

Effective: AUG 25 1984

Contract No.: Com. Agr. WY049PSb-86C865

COPY

[redacted] [redacted] [redacted]

COMMUNITIZATION AGREEMENT

Contract No._____

THIS AGREEMENT entered into as of the 13th day of June, 1985, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal leases cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually convenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area"), attached as Exhibit "A", are described as follows:

T28N-R112W, 6th P.M.

Section 35: SE/4

Containing 160.000 acres, more or less, and this agreement shall include only the Bear River formations underlying said lands and the natural gas and associated hydrocarbons hereinafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes in Exhibit B, designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a Designation of Successor Operator shall be filed with the Assistant District Manager, Division of Mineral Resources.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided,

however, as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal of State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective August (Month) 25 (day), 1984 (year) upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bear River Formation for a period of two (2) years and for so long as the communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized

representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

ATTEST:

Cecelia E. Noel
Assistant Secretary

ITR PETROLEUM, INC.

Alan B. Nichol
Vice-President

102 Inverness Terrace East
Englewood, Colorado 80112

STATE OF COLORADO)
:SS
COUNTY OF ARAPAHOE)

On this 25th day of September, 19 85, before me personally appeared Alan B Nichol, to me known, who, being by me duly sworn did say he is the Vice-President, of ITR PETROLEUM, INC. and that the seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:
My Commission Expires Aug. 7, 1988
6938 East Easter Place
Englewood, Colorado 80112

Louise Switzer
Notary Public

SUNSET SAFETY NOTARY PUBLIC STATE OF COLORADO

Communitization Agreement
Bear River Formations
SE/4 Section 35, T28N - R112W
Sublette County, Wyoming

EXHIBIT "A"

Plat of communitized area covering the SE¼ Section 35, Township 28 North - Range 112 West, Sublette County, Wyoming, for Bear River formation.

R 111 W

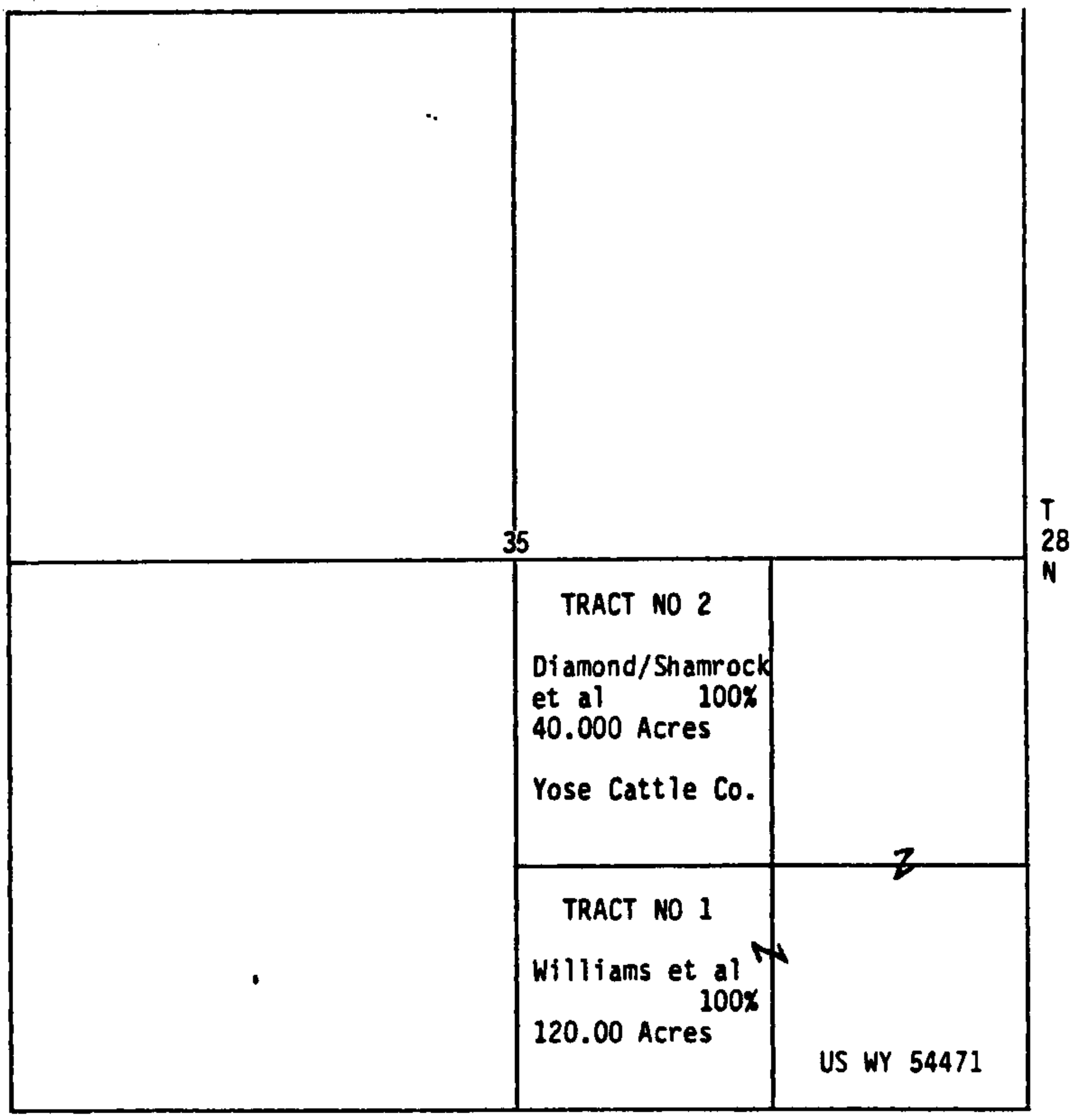


EXHIBIT "B"

To Communitization Agreement dated June 13, 1985, embracing the Southeast Quarter Section 35, Township 28 North - Range 112 West, Sublette County, Wyoming.

Operator of Communitized Area : ITR PETROLEUM, INC.

Tract No.1

Serial Number:	:	Wyoming 54471	
Lease Date	:	September 1,1976	
Lease Term	:	10 years	
Lessor	:	United States of America	
Original Lessee	:	Angelo J. Liberatore	
Present Lessee	:	Williams Exploration Co.	50.00000%
		Terra Resources	35.00000%
		TXO Production	15.00000%
Description of Land Committed	:	Township 28 North, Range 112 West Section 35: S/2SE, NE/SE	
Number of Acres	:	120	
Basic Royalty Rate	:	12.50%	
Royalty Pooling Cluase:		No	
Name & Percentage of		Energetics Royalty Corporation	2.00000%
		Terra Resources	1.75000%
		TXO Production	.75000%
ORRI Owners	:	Angelo J. Liberatore	3.33333%
		Pro-Oil	1.66667%
		Williams Exploration	2.50000%
Name & Percentage of WI Owners	:	Williams Exploration *	50.00000%
		Terra Resources *	35.00000%
		TXO Production Corp, *	15.00000%

* Assignments pending BLM approval

Tract No.2

Lease Date	: December 17, 1981	
Lease Term	: 5 years	
Lessor	: Yose Cattle Company	
Original Lessee	: Belco Petroleum	
Present Lessee	: Diamond Shamrock, et al	
Description of Land Committed	: Township 28 North, Range 112 West Section 25: NW/SE	
Number of Acres	: 40	
Basic Royalty Rate	: 15%	
Name & Percentage of ORRI Owners	: Belco Development Corporation	6.2500 %

Royalty Pooling Clause:

Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and gas, or either of them, either before or after production, with any other land, lease or leases when in Lessee's judgement it is necessary or advisable to do so in order to properly develop or operate said premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof, or formations thereunder, into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations 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 under this lease. In lieu of the royalties (excepting shut-in gas royalties) elsewhere herein specified. Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination unless the instrument or instruments identifying and describing the unitized area contain provisions for termination upon certain contingencies.

Name & Percentage of WI Owners *	: Belco Development Corp.	22.500000%
	Diamond Shamrock	23.250000%
	Joan Chorney	19.375000%
	True Oil	23.250000%
	Yates Petroleum	11.625000%

R E C A P I T U L A T I O N

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120	75.0000%
2	40	25.0000%
Total	160	100.0000%

* Subject to that certain Farmout Agreement dated January 16, 1984, by and between Belco Development Corporation, Farmor, and Diamond Shamrock Exploration Company, Farmee.

426

LOCATION OF WELLS (All Lands Except Indian)

In the absence of special orders of the Commission establishing drilling units or authorizing different well density or location patterns for particular pools or parts thereof, each oil and gas well shall be located in the center of a forty (40) acre governmental quarter quarter section or lot or tract or combination of lots or tracts substantially equivalent thereto as shown by the most recent governmental survey, with a tolerance of 200 feet in any direction from the center location; provided, that no oil or gas well shall be drilled less than 920 feet from any other well drilling to or capable of producing oil or gas from the same pool, and no oil or gas well shall be completed in a known pool unles it is located more than 920 feet from any other well completed in and capable of producing oil or gas from the same pool.

Any gas wells drilled in the area described as Township 12 North through Township 28 North and Range 89 West through Range 121 West shall be located in the center of a one hundred-sixty (160) acre subdivision, or lot or tract or combination of lots or tracts substantially equivalent thereto, not closer than one thousand one hundred-twenty feet (1,120') to the exterior boundaries of the quarter section. All Federal Units and areas subject to existing orders (or drilling and spacing units in the above described area shall be exempt from the aforesaid gas well location requirements.

The Supervisor shall have the discretion to determine the pattern location of wells adjacent to an area spaced by the Commission, or under application for spacing, where there is sufficient evidence to indicate that the pool or reservoir spaced or about to be spaced may extend beyond the boundary of the spacing order or application and the uniformity of spacing patterns is necessary to insure orderly development of the reservoir or pool.

Operators who apply for a permit to drill a gas well in the area described in Paragraph 2 may contemporaneously or subsequently file an application to establish spacing for an area not to exceed nine (9) sections, which application will be held in abeyance until the permitted well is completed. Notice of such application must be given to all owners within the area applied for. Upon completion of the permitted well, the application to establish spacing will either be heard by the Commission or dismissed, depending upon the data obtained from the completed well. During the pendency of the application to establish spacing, all permits to drill gas wells will be held in abeyance pursuant to the provisions of Rule 305, provided that permits to drill will be approved for additional gas wells in the area subject to the application on not less than a six hundred-forty (640) acre pattern at a location consistent with the initial well. The area to be spaced may be increased in size prior to the Hearing upon a proper showing of need to the Supervisor and after notice to all owners in the area to be added.

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 11th day of June, 1985.

BELCO DEVELOPMENT CORPORATION

Andrew C. Morris

By: Andrew C. Morris
Title: Agent and Attorney-in-Fact
DIAMOND SHAMROCK OIL & GAS CO.

JOAN CHORNEY

TRUE OIL CO.

YATES PETROLEUM CORP.

WILLIAMS EXPLORATION CO.

TERRA RESOURCES, INC.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 11th day of June, 1985, by Andrew C. Morris, as Agent and Attorney-in-Fact for Belco Development Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

My Commission Expires:
My commission expires Aug. 13, 1988.

LAURA L. RIPPE NOTARY PUBLIC STATE OF COLORADO

Laura L. Rippe
Notary Public

Laura L. Rippe
11111 W. Exposition Drive
Lakewood, Colorado 80226

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 2nd day of August, 1985.

BELCO DEVELOPMENT CORP.

_____

DIAMOND SHAMROCK EXPLORATION COMPANY

Harvey Klingensmith, Attorney-In-Fact

JOAN CHORNEY

_____

TRUE OIL CO.

_____

YATES PETROLEUM CORP.

_____

WILLIAMS EXPLORATION CO.

_____

TERRA RESOURCES, INC.

_____

STATE OF Colorado)
)SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of August, 19 85, By Harvey Klingensmith of Diamond Shamrock Exploration Company, an Attorney-In-Fact of the corporation, on behalf of the corporation.



My commission expires July 5, 1988

Gloria H. Lentz
Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this ____ day of _____, _____.

BELCO DEVELOPMENT CORP.

_____

DIAMOND SHAMROCK OIL & GAS CO.

_____

JOAN CHORNEY

Joan Chorney

TRUE OIL CO.

_____

YATES PETROLEUM CORP.

_____

WILLIAMS EXPLORATION CO.

_____

TERRA RESOURCES, INC.

_____

STATE OF Colorado)
)SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1 day of July, 19 87, By JOHN CHORNEY, a _____ corporation, on behalf of the corporation.

555 17th STREET SUITE 4000
DENVER, COLORADO 80202-3910
MY COMMISSION EXPIRES

My commission expires _____

Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 3rd day of JULY, 1985.

BELCO DEVELOPMENT CORP.

_____

DIAMOND SHAMROCK OIL & GAS CO.

_____

JOAN CHORNEY

_____

TRUE OIL CO.

_____

YATES PETROLEUM CORP. J. D. MILLIKEN Attorney-in-Fact

_____

WILLIAMS EXPLORATION CO.

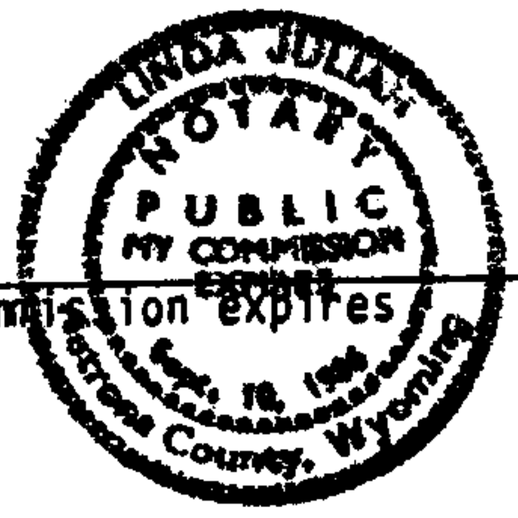
_____

TERRA RESOURCES, INC.

_____

STATE OF Wyoming)
)SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 3rd day of July, 1985, By J. D. Milliken, Attorney In Fact of TRUE OIL CO. ~~corporation, on behalf of the corporation.~~



My commission expires

Linda Julian
Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 26th day of June, 1985.

BELCO DEVELOPMENT CORP.

DIAMOND SHAMROCK OIL & GAS CO.

JOAN CHORNEY

TRUE OIL CO.

YATES PETROLEUM CORP.

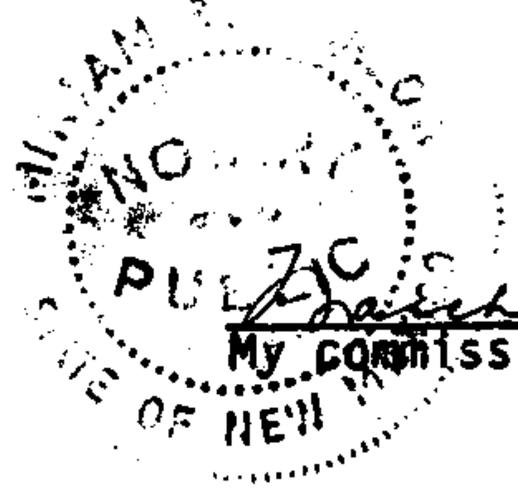
attorney-in-fact

WILLIAMS EXPLORATION CO.

TERRA RESOURCES, INC.

STATE OF New Mexico)
)SS
COUNTY OF Eddy)

The foregoing instrument was acknowledged before me this 26th day of June, 1985, By John A Yates, Attorney-in-Fact of YATES PETROLEUM CORP., a New Mexico corporation, on behalf of the corporation.



March 1, 1986
My commission expires

Miriam L. Harlow
Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 31 day of July, 1985.

BELCO DEVELOPMENT CORP.

_____

DIAMOND SHAMROCK OIL & GAS CO.

_____

JOAN CHORNEY

_____

TRUE OIL CO.

_____

YATES PETROLEUM CORP.

_____

WILLIAMS EXPLORATION CO.

_____

TERRA RESOURCES, INC.

M Stanley

N. A. STANLEY
ATTORNEY IN FACT

STATE OF Colorado)
)SS
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 21 day of July, 19 85, By D. A. Stanley, Attorney-in-fact of TERRA RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

TERESA RUSSELL
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Sept. 9, 1988
1362 South Umatilla St.
Denver Colorado 80223

My commission expires

Teresa Russell
Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming.

Executed this 1st day of July, 1985.

BELCO DEVELOPMENT CORP.

_____

DIAMOND SHAMROCK OIL & GAS CO.

_____

JOAN CHORNEY

_____

TRUE OIL CO.

_____

YATES PETROLEUM CORP.

_____

WILLIAMS EXPLORATION CO.

_____

JOE GILL
ATTORNEY-IN-FACT
TERRA RESOURCES, INC.

_____

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 1st day of July, 1985, By, JOE GILL, Attorney-in-Fact of WILLIAMS EXPLORATION COMPANY, a Delaware corporation, on behalf of the corporation.

5-10-86
My Commission Expires

Notary Public

NOTARY PUBLIC STATE OF TEXAS

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming

Executed this 25 day of June, 1985.

PRO-Oil

Frank N. Critelli, Pres.

ATTEST:

ENERGETICS ROYALTY CORP.

Assistant Secretary

Ronald H. Beck
Vice-President-Finance

TXO PRODUCTION CORP.

Angelo J. Liberatore

YOSE CATTLE COMPANY

STATE OF New York)
)SS
COUNTY OF Queens)

The foregoing instrument was acknowledged before me this 25 day of June, 1985, By FRANK N. CRITELLI PRESIDENT of PRO-OIL, a DELAWARE corporation, on behalf of the corporation.

LAWRENCE B. SHAPIRO
NOTARY PUBLIC, State of New York
No. 41-4700825
Qualified in Queens County
Commission Expires March 30, 1987

My commission expires

Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming

Executed this ____ day of _____, _____.

PRO-Oil

ATTEST:

_____
Assistant Secretary

_____

ENERGETICS ROYALTY CORP.

Ronald H Beck
_____

Ronald H. Beck
Vice-President-Finance

TXO PRODUCTION CORP.

_____

Angelo J. Liberatore

_____

YOSE CATTLE COMPANY

_____

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13 day of June, 19 85, By Ronald H. Beck, Vice-President-Finance of ENERGETICS ROYALTY CORP, a Delaware corporation, on behalf of the corporation.

My Commission expires December 4, 1985

My commission expires

Kimberley Marie Smith
Notary Public



RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming

Executed this ____ day of _____, _____.

PRO-Oil

ATTEST:

ENERGETICS ROYALTY CORP.

Assistant Secretary

Ronald H. Beck
Vice-President-Finance

TXO PRODUCTION CORP.

Angelo J. Liberatore

YOSE CATTLE COMPANY

STATE OF Colorado)
)SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 29th day of June, 1985, By Stephen G. Tillman of TXO PRODUCTION CORP., a Texas corporation, on behalf of the corporation.

SHARON A. BEYER
NOTARY PUBLIC
My commission expires October 10, 1988

My commission expires

Sharon A. Beyer
Notary Public

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming

Executed this ____ day of _____, _____.

PRO-011

ATTEST:

_____
Assistant Secretary

_____
ENERGETICS ROYALTY CORP.

_____
Ronald H. Beck
Vice-President-Finance

TXO PRODUCTION CORP.

Angelo J. Liberatore

Angelo J. Liberatore

_____

YOSE CATTLE COMPANY

_____

STATE OF New York)
)SS
COUNTX OF Erie)

The foregoing instrument was acknowledged before me this 25th day of June, 1985, by Angelo J. Liberatore.
Angelo J. Liberatore

March 30, 1986
My commission expires

Palma M. Mariano
Notary Public

PALMA M. MARIANO
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Erie County
My Commission Expires March 30, 1986

RATIFICATION AND JOINDER

To that certain Communitization Agreement dated June 13, 1985 covering the Bear River formation in the SE/4, Section 35, Township 28 N, Range 112 West, Sublette County, Wyoming

Executed this ____ day of _____, _____.

PRO-Oil

_____

ATTEST:

ENERGETICS ROYALTY CORP.

_____

Assistant Secretary

_____

Ronald H. Beck
Vice-President-Finance

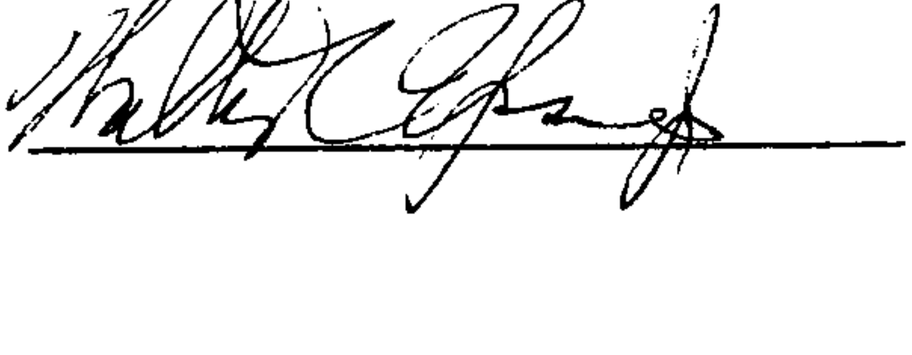
TXO PRODUCTION CORP.

_____

Angelo J. Liberatore

_____

YOSE CATTLE COMPANY



STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 27th day of June, 19 85, By Walter C. Yose, Jr., President of YOSE CATTLE COMPANY, a Wyoming corporation, on behalf of the corporation.

PAUL N. SCHIEFSEL
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires Apr. 29, 1988

My commission expires

Notary Public

orm 3000-3a
anuary 1996)

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

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

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

Lease Serial No.

W-2120

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

Transferee (Sublessee)*
Street
City, State, ZIP Code

TECKLA OIL CO., LLC
4791 East Stallion Lane
Inverness, Florida 34452

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 parate attached sheet of paper.

his transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

terest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
ditional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
tate of Wyoming, County of Sublette . 28 N., R. 114 W., 6th P.M. Sec. 15: W½ 22: SW¼ ontaining a total of 480.00 acres, m.o.l.		100% ORR	0% ORR		

RECORDED March 20 20 03 3:50 PM
IN BOOK 114 O+G PAGE 452
FEES $ 10.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

277806

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective _____

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of Sept., 19 88 (30 DAYS)

Name of Transferor CHARLES E. STRANGE TRUST

Please type or print

Transferor Charles E Strange (Signature)

or XXXXXXXXXXXXXX Charles E. Strange, Trustee (Signature)

3500 Lakeside Court, Suite 101 (Transferor's Address)

Reno (City) Nevada (State) 89509 (Zip Code)

Executed this 15th day of Sept., 19 88

Transferee TECKLA OIL CO., LLC

or Attorney-in-fact XXXXXXXXXX Monica Haufler Managing Member (Signature)

Monica Haufler, Managing Partner

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Personally appeared before me, Julie K. Perry, the undersigned authority, the within named Charles E. Strange, Trustee of the Charles E. Strange Trust, and Monica Haufler, Managing Partner of Teckla Oil Co., LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged before me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER (WITNESS) MY HAND AND SEAL OF OFFICE this the 15 day of September, 1999.

My Commission Expires:
October 2, 2001

JULIE K. PERRY
Notary Public - Nevada
No. 98-2036-14
My appt. exp. Oct. 2, 2001

Julie K. Perry, Notary Public
For the State of Nevada
Residing in Clark County, Nevada

75941-000

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1999)
Hanson & Strahn, Inc.
1999

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 26th day of October, 1999 by and between Beverly Homer, a widow,

of 2311 4th Ave., Clarkston, WA 99403 hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, herein after called lessee:

WITNESSETH:

1. That lessor, for and in consideration of Ten---------- dollars ($ *10.00*) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11)
$N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.
Section 12: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

277807

RECORDED March 20, 00 @ 4:05 pM
IN BOOK 114 016 PAGE 455
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING

In addition to the land described above, lessor hereby grants, leases, and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 612.72 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coalbed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ Bank, at _____ for its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

[redacted] [redacted] [redacted]

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

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Beverly Homer

Beverly Homer

STATE OF Washington
COUNTY OF Asotin } ss.

INDIVIDUAL

On this 8th day of November 1999, before me personally appeared Beverly Homer, a widow

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 8th day of November 1999

My commission expires: 1-22-02

Notary Public for the State of Washington residing at Clarkston

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE

On this _____ day of _____, before me personally appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this _____ day of _____

My commission expires:

Notary Public for the State of _____ residing at _____

457

RECORDED March 23, 00 @ 8:35AM
IN BOOK 114 Pt 6 PAGE 457
FEES $ 39.50 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
Kay Cathey Easton

277845

Lincoln and Sublette Counties, WY

ASSIGNMENT

THIS ASSIGNMENT (this "*Assignment*") dated as of December 15, 1999, but effective as of the Effective Time (as defined below), is from **EOG Resources, Inc.**, a Delaware corporation, whose address for notices is 1200 Smith Street, Suite 300, Houston, Texas 77002 ("*Assignor*"), to **EOG Resources Acquisitions L.P.**, a Delaware limited partnership, whose address for notices is c/o EOG Resources, Inc., 1200 Smith Street, Suite 300, Houston, Texas 77002 ("*Assignee*").

Recitals

A. Assignor owns record and/or beneficial title to certain natural gas producing properties located in the States of Mississippi, New Mexico, Texas and Wyoming.

B. Assignor has agreed to sell and convey such title in such properties to Assignee.

Article 1

Definitions

1.1 *Certain Definitions.* As used herein, the following terms shall have the meanings set forth below, except as otherwise expressly provided herein:

"Effective Time" means 7:00 a.m. local time where the Leases are located on November 30, 1999.

"Equipment" means all machinery, equipment, improvements and other personal property and fixtures that are (a) either (1) owned by Assignor or (2) jointly owned by the Assignor and another individual, corporation, partnership, or any other entity or organization under the Operating Agreements included in the Subject Interests and (b) are attached or connected to the surface or the subsurface of the Wells.

"Gas" means all natural gas and other gaseous hydrocarbons in, on, under, produced from or attributable to the Properties.

"Lands" means the lands encumbered by the Leases described in Exhibit A to the extent such Leases are included in the Properties.

"Leases" means an oil and gas lease or other instrument described, referred to or identified in Exhibit A, together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one year after

expiration of the predecessor lease), as to all lands described in the predecessor lease as described in Exhibit A, and all renewals and extensions of such replacement leases.

"Operating Agreements" means operating agreements, unit agreements, unit operating agreements, unit accounting agreements, gas balancing agreements, pooling and communitization agreements, declarations, regulatory, judicial and administrative orders and other agreements relating to, or governing the drilling and operation of and accounting for, oil and gas properties (including any form of accounting procedure and gas balancing agreements which are part of, or attached to, any such agreement).

"*Properties*" is defined in Section 2.1.

"*Subject Hydrocarbons*" means all Gas and other hydrocarbons in, on, under, and which may be produced from, and/or which are attributable to the Properties.

"Subject Interests" means all Assignor's right, title and interest:

(a) in the wellbore of each of the Wells, INSOFAR AND ONLY INSOFAR as such right, title and interest relates to each Well and to production of oil, gas and other hydrocarbons from or allocable to such Well;

(b) in rights to production from each of the Wells, subject to any existing royalties, overriding royalties and other burdens attributable thereto, including the obligation to pay Assignor's proportionate share of drilling, completion and operating expenses attributable to the applicable Well;

(c) in (i) all Equipment and fixtures that are solely and exclusively used in reworking over, operating and/or producing each of the Wells, including but not limited to, flowlines, casing, tubing, wellheads, pumping units, tanks, treaters, separators, compressors, valves, meters, dehydrators and other similar property comprising the Wells and (ii) to the extent of Equipment and fixtures otherwise described in clause (i), but that are not solely and exclusively used in respect of the Wells, an undivided interest in such Equipment and fixtures that is in the same ratio as the relative number of the formations (which are not included in the Wells) that use in their operation such Equipment and fixtures is to the number of the formations (which are not included in the Wells) and the formations included in the Wells using such Equipment and fixtures;

(d) in and under any farmout agreements, Operating Agreements, processing agreements, transportation agreements, as well as well pooling, spacing or proration orders of appropriate regulatory agencies, and other contractual, statutory, or regulatory rights affecting or governing the operation of or Assignor's right to receive production of Gas from each of the Wells INSOFAR AND ONLY INSOFAR as such contractual, statutory or regulatory rights relate, pertain or are incidental to the wellbore of each of the Wells;

(e) in the Leases INSOFAR AND ONLY INSOFAR as the Leases (i) cover or are allocated production of oil, gas and other hydrocarbons in place, in, under or that may be produced from the Lands and capable of being produced through the wellbores of the Wells, or

(ii) pursuant to the unit agreements described in Exhibit A hereto, are allocated production of oil, gas and other hydrocarbons in place from the lands included within such units and capable of being produced through the wellbores of the Wells, but including only such of Assignor's leasehold or operating rights as may be required to own and operate the Wells and to produce and market production of oil, gas and other hydrocarbons therefrom, including, rights to rework or recomplete each of the Wells; and

(f) a non-exclusive, irrevocable license and right to use:

(i) all Assignor's interest in any rights of way, easements, servitudes, surface leases, tenements, appurtenances, licenses, and any other rights of ingress, egress, use or occupancy of the surface, to the extent and only to the extent the same relate, pertain or are incidental to the Wells or any of them, or the other rights and interests described in this definition of Subject Interests; and

(ii) all Assignor's interest in other personal property (other than the equipment described in subsection (c) of this definition of Subject Interests) upstream of the point at which Assignor's share of production from each of the Wells is delivered for sale or exchange to a person who takes title to such production at such point, which personal property is necessary or convenient for the production, gathering, storage, transportation and/or disposal of Subject Hydrocarbons, produced water, and other substances from each of the Wells, including but not limited to, common facilities such as tanks, treaters, separators, compressors, gathering systems and water disposal systems.

"Units" means the well spacing and production units formed for each Well.

"Wells" means the wells described in Exhibit B , INSOFAR AND ONLY INSOFAR as the formations in such wells are described in Exhibit B, and which wells are located on the lands, and at a location on said lands, as is more particularly described in the location plat, or similar record, for each of such wells in the records maintained in the offices of the appropriate oil and gas regulatory or conservation agency for the State in which each of such wells is situated and identified by the API Number shown on Exhibit B.

1.2 *Other Definitions.* Other terms defined elsewhere in this Assignment shall have the meanings so given them herein.

Article 2

Assignment

2.1 *Properties.* Subject to the exceptions and reservations of Section 2.2, Assignor, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, conveys, and assigns unto Assignee, its permitted successors and assigns, (a) the Subject Interests and (b) all rights and obligations of Assignor existing at the Effective Time to take or give disproportionate shares of make-up gas from or to third parties to correct production imbalances under gas balancing agreements, or other statutory, contractual or common-law

[redacted] [redacted] [redacted]

rights and obligations, or under the non-consent provisions of the Operating Agreements included in the Subject Interests (collectively, the "*Properties*").

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever, subject, however, to the matters in this Assignment.

2.2 *Reservations.* Assignor excepts and reserves from this Assignment:

(a) all other rights, title and interests in the wells described in Exhibit B as to all formations and intervals in such wells not described in Exhibit B and all other rights, title and interests in the Leases and the lands encumbered thereby to the extent not expressly granted hereunder;

(b) the irrevocable license and right to use from time to time such Equipment and fixtures as set forth in the definition of Subject Interests as is reasonably necessary for the production of oil, gas and other hydrocarbons not included in the Subject Interests;

(c) the right to use as much of the surface of the Land as well as the wellbores conveyed hereunder as may be necessary in the conduct of operations in those zones, formations and depths not assigned to Assignee herein and on other property owned or leased by Assignor;

(d) the right to drill through the depths, zones and formations herein assigned to Assignee in conducting any operations in the wellbores conveyed hereunder with respect to any depths, zones and formations not assigned herein or on other property owned or leased by Assignor; unless such right to drill would have an adverse effect on production from any wellbore conveyed hereunder; and

(e) the contracts and agreements described on Exhibit C.

2.3 *Limitation of Warranties.* This Assignment is made without warranty of any kind, expressed, implied, statutory or otherwise, except for warranty of title by through and under Assignor, but not otherwise and with full subrogation of Assignee to all representations and warranties of any predecessor of Assignor in title, insofar as such representations and warranties relate to the Properties.

2.5 *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY HEREIN, TO THE EXTENT THE EQUIPMENT CONSTITUTES PERSONAL PROPERTY OR FIXTURES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESSED REPRESENTATION OR WARRANTY AS TO THE CONDITION OF SUCH PERSONAL PROPERTY OR FIXTURES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Article 3

Other Provisions

3.1 *Successors and Assigns.* This Assignment shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

3.2 *Headings.* The headings of the sections of this Assignment have been inserted for the convenience of the parties, but shall not be considered in construing or enforcing this Assignment.

3.3 *Additional Information.* Either party requiring additional information regarding the Properties or any other matter in this Assignment may contact the other party at the address set forth above.

3.4 *Separate Assignments.* Separate assignments of the Properties from Assignor to Assignee may be executed on forms approved by Assignor and Assignee, in sufficient counterparts, to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

3.5 *Further Assurances.* The parties agree to execute and deliver such other instruments or documents and to take such other actions as may be necessary or desirable to effect the intent of this Assignment or further evidence the transfer of the Properties to Assignee.

3.6 *Rules of Construction.* In construing this Assignment: (i) no consideration shall be given to the captions of the articles, section, subsections, or clauses, which are inserted for convenience in locating the provisions of this Assignment and not as an aid in its construction; (ii) no consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Assignment; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions; (v) a defined term has its defined meaning throughout this Assignment and each exhibit, attachment, and schedule to this Assignment, regardless of whether it appears before or after the place where it is defined; (vi) the plural shall be deemed to include the singular, and vice versa; (vii) unless otherwise expressly provided, each reference to an agreement or instrument shall include such agreement or instrument as amended, modified or supplemented from time to time in accordance with the terms thereof.

3.7 *Counterparts*. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

3.8 *Governing Law*. The Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent mandatorily governed by the laws of the state in which the Properties are located.

[signature page follows]

IN WITNESS WHEREOF, this Assignment is executed in Houston, Texas on December 15, 1999 at 6:05 o'clock p.m. CST, but effective as of the Effective Time.

ASSIGNOR:

EOG RESOURCES, INC.
a Delaware corporation

By: _____
Name: W.C. Wilson
Title: Senior Vice President and
Chief Financial Officer

ATTEST:

By: _____

ASSIGNEE:

EOG RESOURCES ACQUISTIONS L.P.,
Delaware limited partnership

By: **EOG RESOURCES PROPERTY MANAGEMENT, INC.,** a Delaware corporation, its general partner

By: _____
Name: W.C. Wilson
Title: Senior Vice President and
Chief Financial Officer

ATTEST:

By: _____

WITNESSES TO ALL SIGNATURES:

Printed Name: Steven Williams

Printed Name: Allison Frazer

Prepared by: Allen D. Cummings
HAYNES AND BOONE, LLP
1000 Louisiana St., Suite 4300
Houston, TX 77002-5012

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 15th day of December, 1999, within my jurisdiction, the within named W.C. Wilson, who acknowledged that he is Senior Vice President and Chief Financial Officer of EOG Resources, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Ramona Rodriguez
Notary Public

MY COMMISION EXPIRES:

RAMONA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 21, 2002.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 15th day of December, 1999, within my jurisdiction, the within named W.C. Wilson, who acknowledged that he is Senior Vice President and Chief Financial Officer of EOG Resources Property Management, Inc., a Delaware corporation and general partner of EOG Resources Acquisitions, L.P., a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Ramona Rodriguez
Notary Public

MY COMMISION EXPIRES:

RAMONA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 21, 2002.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of December, 1999 by W.C. Wilson, Senior Vice President and Chief Financial Officer of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

Ramona Rodriguez
Notary Public, State of Texas

My Commission Expires: _____

RAMONA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 21, 2002.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of December, 1999 by W.C. Wilson, Senior Vice President and Chief Financial Officer of EOG Resources Property Management, Inc., a Delaware corporation, as general partner of EOG Resources Acquisitions, L.P., a Delaware limited partnership, on behalf of said limited partnership.

Ramona Rodriguez
Notary Public, State of Texas

My Commission Expires: _____

RAMONA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 21, 2002.

[New Mexico. Texas and Wyoming]

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

I. GREEN RIVER BEND UNIT DATED JUNE 1, 1957, RECORDED JULY 3, 1958 IN LINCOLN COUNTY, WYOMING AT BOOK 28 PAGE 438 AND RECORDED JULY 7, 1958 IN SUBLETTE COUNTY, WYOMING AT BOOK 21 PAGE 137.

- A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B"
- B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B"
- C. LEASE WELL

II. NORTH LABARGE DEEP UNIT DATED DECEMBER 19, 1957, RECORDED AUGUST 25, 1958 AT BOOK 21 PAGE 371.

- A. INITIAL FRONTIER PARTICIPATING AREA
- B. LEASE WELL

BELOW ARE THE OIL AND GAS LEASES AND LANDS SUBJECT TO THE ABOVE AGREEMENTS:

I. GREEN RIVER BEND UNIT

A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 21 PG 509	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 15 PG 334	LINCOLN
0000050279-000	USA W-024793	02/01/1954	BK 21 PG 509	LINCOLN
0000050285-000	USA W-033951	07/01/1955	BK 286 PG 640	LINCOLN
0000050287-000	USA W-038682	09/01/1956	BK 286 PG 640	LINCOLN
0000050288-000	USA W-038682-A	09/01/1956	BK 30 PG 138	LINCOLN
0000050291-000	USA W-049959	06/01/1957	BK 15 PG 334	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 22 PG 22	LINCOLN
0000050293-000	USA W-052064	02/01/1948	BK 22 PG 22	LINCOLN
0000050294-000	USA W-052065	02/01/1948	BK 22 PG 32	LINCOLN
0000050300-000	USA W-066369	07/01/1958	BK 32 PG 32	LINCOLN
0000050301-000	USA W-066370	10/01/1958	BK 296 PG 257	LINCOLN
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN
0000050304-000	ST WY 0-11135	05/16/1951	BK 86 PG 268	LINCOLN
0000050305-000	ST WY 0-11137	05/16/1951	BK 86 PG 268	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 305 PG 341	LINCOLN
0000050309-001	SELMER G LARSON	01/08/1957	BK 23 PG 512	LINCOLN
0000050309-002	NEWT SIMS	12/15/1956	BK 24 PG 335	LINCOLN
0000050309-003	WILLIAM J MCGINNIS ET UX	11/13/1956	BK 286 PG 640	LINCOLN
0000050312-000	ST WY 0-11136	05/16/1951	BK 286 PG 640	LINCOLN
0000050318-000	GEORGE E YEAMAN ET UX	11/29/1956	BK 22 PG 39	LINCOLN
0000050320-001	CYRIL HOUSLEY ET UX	11/14/1956	BK 22 PG 39	LINCOLN
0000050320-002	AUGUSTA B MARX	11/19/1956	BK 18 PG 217	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 18 PG 217	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 89 PG 52	LINCOLN
0000057808-000	USA EV-026240	11/01/1950	BK 305 PG 26	LINCOLN
0000057810-000	USA W-025765	06/01/1954	BK 305 PG 30	LINCOLN
0000075007-000	USA WY-088276	07/01/1961	BK 30 PG 22	LINCOLN
0000050328-000	LINCOLN COUNTY, WYOMING	05/08/1957	BK 22 PG 176	LINCOLN
0000050329-000	WY STATE HWY COMMISSION	08/22/1958	BK 30 PG 102	LINCOLN
0000050274-000	USA W-020123-A	04/01/1958	BK 34 PG 127	SUBLETTE
0000050275-000	USA W-025407-A	05/01/1954	BK 34 PG 129	SUBLETTE
0000050276-000	USA W-020123	04/01/1953	BK 34 PG 125	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 34 PG 123	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 34 PG 121	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 34 PG 105	SUBLETTE

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050283-000	USA EV-025440	03/01/1955	BK 34 PG 119	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 34 PG 117	SUBLETTE
0000050286-000	USA W-036054	04/01/1956	BK 34 PG 115	SUBLETTE
0000050290-000	USA W-047412	09/01/1958	BK 34 PG 113	SUBLETTE
0000050295-000	USA W-05751	06/01/1956	BK 34 PG 97	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 34 PG 111	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 33 PG 419	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 34 PG 109	SUBLETTE
0000050299-000	USA W-059585	07/01/1947	BK 34 PG 107	SUBLETTE
0000050303-000	USA EV-08051-B	04/01/1958	BK 34 PG 103	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 34 PG 99	SUBLETTE
0000050307-000	ANDERSON L MCGINNIS, ET UX	12/26/1956	BK 34 PG 101	SUBLETTE
0000050311-000	USA W-048781	06/01/1956	BK 41 PG 98	SUBLETTE
0000057809-000	USA W-059091	08/01/1949	BK 41 PG 100	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 6: All
Section 7: All
Section 18: All
Section 19: Lot 1, NENW, N2NE
Lincoln County, Wyoming

Township 25 North, Range 112 West, 6th P.M.
Section 4: S2S2
Section 5: SESE
Section 8: E2E2
Section 9: All
Section 17: All
Section 18: Lots 3, 4, S2NE, E2SW, SE
Section 19: All
Section 20: All
Section 30: All
Section 31: All
Sublette County, Wyoming

Township 26 North, Range 113 West, 6th P.M.
Resurvey Lot 37: All (All of Original Sections 1, 12, and 13)
Resurvey Lot 38: All (N2N2 of Original Section 24)
Resurvey Lot 39: All (S2N2 of Original Section 24)
Section 2: All
Section 3: Lots 1, 8, 9, E2SE, SWSE
Section 10: NE, S2
Section 11: All
Section 14: All
Section 15: All
Section 22: N2N2
Section 23: Lot 1, NWNE, N2NW
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 27: NE, NENW, N2SE, SESE
Section 34: E2E2
Section 35: All
Section 36: All
Sublette County, Wyoming

B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 286 PG 640	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 286 PG 640	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 24 PG 335	LINCOLN

[redacted] **EXHIBIT "A"** [redacted]

SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050294-000	USA W-052065	02/01/1948	BK 286 PG 640	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 22 PG 439	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 35 PG 543	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 19 PG 353	LINCOLN
0000050275-000	USA W-025407-A	05/01/1954	BK 15 PG 334	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 15 PG 334	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 22 PG 22	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 22 PG 22	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 32 PG 32	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 22 PG 39	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 18 PG 217	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 18 PG 217	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 21 PG 272	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
E2, E2W2, NWNW of the Approximate North 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 1) and NE, NWSE, E2NW of the Approximate Middle 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 12)
Lincoln County, Wyoming

Township 26 North, Range 112 West, 6th P.M.
Section 6: Lot 1, 2, 3, 4, 5, 6, 9, SENW, SWNE, NESW and that portion of the bed of the Green River that is riparian to Lot 6
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 36: E2, E2W2
Sublette County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, 5, 6, 7, 8, W2E2, E2W2, NENE and that portion of the bed of the Green River that is riparian to Lots 3, 4, 7 and 8
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E2W2, W2SE, SWNE, NWNE, and that portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12
Section 19: Lots 2, 3, 4, E2W2, S2SE, NWSE
Sublette County, Wyoming

C. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

GRB 44-14 Well
Township 26 North, Range 113 West, 6th P.M.
Section 14: NENW
Lincoln County, Wyoming

II. NORTH LABARGE DEEP UNIT

A. INITIAL FRONTIER PARTICIPATING AREA SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050131-000	USA W-48904	01/01/1940	BK 89 PG 76	SUBLETTE
0000050133-000	USA EV-010270-B	10/16/1939	BK 89 PG 112	SUBLETTE
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE
0000050135-000	USA W-0256494	01/01/1950	BK 89 PG 132	SUBLETTE
0000050136-000	USA EV-026191	03/01/1950	BK 89 PG 132	SUBLETTE
0000050137-000	USA W-048780	07/01/1947	BK 89 PG 89	SUBLETTE
0000050138-000	USA EV-022209	06/01/1952	BK 88 PG 789	SUBLETTE
0000050139-000	USA W-9653	01/01/1950	BK 89 PG 132	SUBLETTE

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050140-000	ST WY 0-847	06/16/1936	BK 89 PG 370	SUBLETTE
0000050141-000	USA EV-09561-A	06/20/1932	BK 89 PG 65	SUBLETTE
0000050142-000	USA EV-021978	01/01/1940	BK 89 PG 119	SUBLETTE
0000050143-000	USA EV-07555	01/01/1940	BK 89 PG 70	SUBLETTE
0000050144-000	USA EV-07671-A	12/29/1939	BK 89 PG 125	SUBLETTE
0000050145-000	USA EV-07671-B	12/29/1939	BK 89 PG 125	SUBLETTE
0000050147-000	USA W-48907	01/01/1940	BK 89 PG 76	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE NORTH LABARGE DEEP UNIT INITIAL FRONTIER PARTICIPATING AREA MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 113 West, 6th P.M.
Section 4: Lots 2, 3, 4, SWNE, S2NW, SW, W2SE
Section 5: Lot 1, S2NE, S2
Section 8: All
Section 9: W2E2, W2
Section 16: All
Section 17: NE, E2NW, NESW, SE
Section 20: NE
Section 21: N2N2
Sublette County, Wyoming

Township 28 North, Range 113 West, 6th P.M.
Section 32: Lot 6, NESE
Section 33: Lots 1, 2, 3, 4, NE, S2NW, N2S2
Section 34: Lot 1, W2NW, NWSW
Sublette County, Wyoming

B. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

NLB 36-33 Well
Township 28 North, Range 113 West, 6th P.M.
Section 33: NWSE
Sublette County, Wyoming

TGS Exhibit 'B'

Lincoln County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RNG
GRBU #44-14	009557000002	49023051620	Baxter	NENW	14	26N	113W
GRBU # 46A-01	009559000002	490230523100	Baxter	LOT 37	1	26N	113W
GRBU # 76-14	009592000001	490232039700	Frontier	NENE	14	26N	113W
GRBU # 77-13	009593000001	490232040000	Frontier	NWNE	13	26N	113W
GRBU # 78-13	009594000001	490232039900	Frontier	NWSW	13	26N	113W
GRBU # 79-12	009595000003	490232040100	Baxter	NENE	12	26N	113W
GRBU # 82-06	009599000002	490232047200	Baxter	SENW	6	26N	112W
GRBU # 84-18	009601000001	490232047700	Frontier	NENW	18	26N	112W
GRBU #136-18	021399000001	490232081500	Frontier	NENW	18	26N	112W
GRBU #137-18	021400000001	490232082800	Frontier	LOT 2	18	26N	112W
GRBU #138-18	021401000001	490232081400	Frontier	SWNE	18	26N	112W
GRBU #149-10	019854000001	490232076600	Frontier	SENE	10	26N	113W
GRBU #150-10	020064000001	490232079800	Frontier	NESE	10	26N	113W
GRBU #159-13	019855000001	490232077700	Frontier	SWNW	13	26N	113W
GRBU #160-14	019856000001	490232078000	Frontier	SWNE	14	26N	113W
GRBU #166-18	009526000001	490232068000	Frontier	LOT 4	18	26N	112W
GRBU #173-15	021402000001	490232081800	Frontier	SENE	15	26N	113W
GRBU #175-10	020065000001	490232079300	Frontier	SESE	10	26N	113W
GRBU #188-22	021403000001	490232081700	Frontier	NENE	22	26N	113W
GRBU #B 6-01	019755000001	490232073800	Baxter	LOT 37	1	26N	113W
GRBU #B 7-01	019756000001	490232073700	Baxter	LOT 37	1	26N	113W
GRBU #B 9-01	019757000001	490232074700	Baxter	LOT 37	1	26N	113W
GRBU #B 10-12	019758000001	490232074800	Baxter	LOT 37	12	26N	113W
GRBU #B 15-06	021933000001	490232080200	Baxter	LOT 3	6	26N	112W

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Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
GRB 49-19	009561000002	490350530100	Baxter	SESE	19	27N	112W
GRB 50-30	009563000002	490352005400	Baxter	LOT 3	30	27N	112W
GRB 66-17	009580000001	490352062100	Frontier	SWNE	17	27N	112W
GRB B 19-19	021932000001	490352115700	Baxter	LOT 2	19	27N	112W
GRBU # 3-31	009543000002	490350502400	Baxter	NWSE	31	27N	112W
GRBU # 6-30	009573000002	490350518400	Baxter	SWSE	30	27N	112W
GRBU # 29-30	009541000002	490350527900	Baxter	NENW	30	27N	112W
GRBU # 38-36	009550000002	490350516200	Baxter	SENE	36	27N	113W
GRBU # 39A-31	009551000002	490350508100	Baxter	SENW	31	27N	112W
GRBU # 68-30	009583000002	490352053400	Baxter	NESW	30	27N	112W
GRBU # 69-19	009584000002	490352053500	Baxter	NENW	19	27N	112W
GRBU # 70-19	009586000002	490352054100	Baxter	NESW	19	27N	112W
GRBU # 74-31	009590000003	490352057300	Baxter	E2SW	31	27N	112W
GRBU # 75-31	009591000002	490352057700	Baxter	LOT 2	31	27N	112W
GRBU # 98-27	001521000003	490352107600	Frontier 1	NWNE	27	27N	113W
GRBU # 99-27	009616000003	490352097100	Frontier	NENE	27	27N	113W
GRBU #100-35	009520000002	490352097400	Frontier 1	NWNW	35	27N	113W
GRBU #B 4-36	019753000001	490352111200	Baxter	NESW	36	27N	113W
GRBU #B 5-36	019754000001	490352111100	Baxter	NESE	36	27N	113W
GRBU #B 11-30	021396000001	490352114300	Baxter	LOT 2	30	27N	112W
GRBU #B 13-30	021397000001	490352114900	Baxter	SESW	30	27N	112W
GRBU #B 14-31	021398000001	490352114200	Baxter	LOT 3	31	27N	112W
GRBU #B 18-19	021730000001	490352115100	Baxter	LOT 4	19	27N	112W
NLB 36-33	004655000003	490352082000	Baxter	NWSE	33	28N	113W
NLBU #27-17	004646000002	490352048400	Frontier 1	NENW	17	27N	113W
NLBU #30-16	004649000002	490352076700	Frontier 1	NESE	16	27N	113W
NLBU #33-17	004652000002	490352082200	Frontier 1	NESW	17	27N	113W
NLBU #34-21	004653000002	490352080100	Frontier 1	NWNW	21	27N	113W
NLBU #35-34	004654000002	490352083400	Frontier 1	SWNW	34	28N	113W
NLBU #36-33	004655000002	490352082000	Frontier 1	SWNE	33	28N	113W
NLBU #38-08	004657000002	490352083200	Frontier 1	NWNW	8	27N	113W
NLBU #39-17	004658000002	490352083100	Frontier 1	NENE	17	27N	113W
NLBU #40-33	001578000002	490352103200	Frontier 1	NENE	33	28N	113W
NLBU #44-34	004663000002	490352096500	Frontier 1	SWSW	34	28N	113W
NLBU #45-33	004664000002	490352096700	Frontier 1	LOT 3	33	28N	113W
NLBU #46-33	004665000002	490352098300	Frontier 1	NWNE	33	28N	113W
NLBU #48-04	004666000002	490352097200	Frontier 1	NWSE	4	27N	113W
NLBU #49-09	004667000002	490352097300	Frontier 1	NWNE	9	27N	113W
NLBU #51-16	019808000002	490352111800	Frontier 1	NENE	16	27N	113W
NLBU #52-16	001541000002	490352104000	Frontier 1	NWSE	16	27N	113W
NLBU #53-21	001542000002	490352105900	Frontier 1	NENW	21	27N	113W
NLBU #54-20	001543000002	490352108400	Frontier 1	SWNE	20	27N	113W
NLBU #56-17	004670000002	490352098700	Frontier 1	SENW	17	27N	113W

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
NLBU #57-33	001544000001	490352108300	Frontier 1	LOT 1	33	28N	113W
NLBU #58-04	022094000001	490352116200	Frontier 1	NWNW	4	27N	113W
NLBU #59-09	001079000002	490352099700	Frontier 1	NWNW	9	27N	113W
NLBU #61-16	022077000002	490352116000	Frontier 1	NENW	16	27N	113W
NLBU #65-33	022079000001	490352116600	Frontier 1	SWSE	33	27N	113W
NLBU #66-04	022096000001	490352116100	Frontier 1	NESW	4	27N	113W

RECORDED March 23, 00 @ 8:35AM
IN BOOK 114 O+6 PAGE 473
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

277846

Lincoln, Sublette, and Sweetwater Counties, WY

ASSIGNMENT

THIS ASSIGNMENT (this "*Assignment*") dated as of January 14, 2000, but effective as of the Effective Time (as defined below), is from **EOG Resources, Inc.**, a Delaware corporation, whose address for notices is 1200 Smith Street, Suite 300, Houston, Texas 77002 ("*Assignor*"), to **EOG Resources Acquisitions L.P.**, a Delaware limited partnership, whose address for notices is c/o EOG Resources, Inc., 1200 Smith Street, Suite 300, Houston, Texas 77002 ("*Assignee*").

Recitals

A. Assignor owns record and/or beneficial title to certain natural gas producing properties located in the States of Utah, Texas and Wyoming.

B. Assignor has agreed to sell and convey such title in such properties to Assignee.

Article 1

Definitions

1.1 *Certain Definitions.* As used herein, the following terms shall have the meanings set forth below, except as otherwise expressly provided herein:

"Effective Time" means 6:59 a.m. local time where the Leases are located on January 1, 2000.

"Equipment" means all machinery, equipment, improvements and other personal property and fixtures that are (a) either (1) owned by Assignor or (2) jointly owned by the Assignor and another individual, corporation, partnership, or any other entity or organization under the Operating Agreements included in the Subject Interests and (b) are attached or connected to the surface or the subsurface of the Wells.

"Gas" means all natural gas and other gaseous hydrocarbons in, on, under, produced from or attributable to the Properties.

"Lands" means the lands encumbered by the Leases described in Exhibit A to the extent such Leases are included in the Properties.

"Leases" means an oil and gas lease or other instrument described, referred to or identified in Exhibit A, together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one year after

expiration of the predecessor lease), as to all lands described in the predecessor lease as described in Exhibit A, and all renewals and extensions of such replacement leases.

"Operating Agreements" means operating agreements, unit agreements, unit operating agreements, unit accounting agreements, gas balancing agreements, pooling and communitization agreements, declarations, regulatory, judicial and administrative orders and other agreements relating to, or governing the drilling and operation of and accounting for, oil and gas properties (including any form of accounting procedure and gas balancing agreements which are part of, or attached to, any such agreement).

"*Properties*" is defined in Section 2.1.

"*Subject Hydrocarbons*" means all Gas and other hydrocarbons in, on, under, and which may be produced from, and/or which are attributable to the Properties.

"Subject Interests" means all Assignor's right, title and interest:

(a) in the wellbore of each of the Wells, INSOFAR AND ONLY INSOFAR as such right, title and interest relates to each Well and to production of oil, gas and other hydrocarbons from or allocable to such Well;

(b) in rights to production from each of the Wells, subject to any existing royalties, overriding royalties and other burdens attributable thereto, including the obligation to pay Assignor's proportionate share of drilling, completion and operating expenses attributable to the applicable Well;

(c) in (i) all Equipment and fixtures that are solely and exclusively used in reworking, operating and/or producing each of the Wells, including but not limited to, flowlines, casing, tubing, wellheads, pumping units, tanks, treaters, separators, compressors, valves, meters, dehydrators and other similar property comprising the Wells and (ii) to the extent of Equipment and fixtures otherwise described in clause (i), but that are not solely and exclusively used in respect of the Wells, an undivided interest in such Equipment and fixtures that is in the same ratio as the relative number of the formations (which are not included in the Wells) that use in their operation such Equipment and fixtures is to the number of the formations (which are not included in the Wells) and the formations included in the Wells using such Equipment and fixtures;

(d) in and under any farmout agreements, Operating Agreements, processing agreements, transportation agreements, as well as well pooling, spacing or proration orders of appropriate regulatory agencies, and other contractual, statutory, or regulatory rights affecting or governing the operation of or Assignor's right to receive production of Gas from each of the Wells INSOFAR AND ONLY INSOFAR as such contractual, statutory or regulatory rights relate, pertain or are incidental to the wellbore of each of the Wells;

(e) in the Leases INSOFAR AND ONLY INSOFAR as the Leases (i) cover or are allocated production of oil, gas and other hydrocarbons in place, in, under or that may be produced from the Lands and capable of being produced through the wellbores of the Wells, or

(ii) pursuant to the unit agreements described in Exhibit A hereto, are allocated production of oil, gas and other hydrocarbons in place from the lands included within such units and capable of being produced through the wellbores of the Wells, but including only such of Assignor's leasehold or operating rights as may be required to own and operate the Wells and to produce and market production of oil, gas and other hydrocarbons therefrom, including, rights to rework or recomplete each of the Wells; and

(f) a non-exclusive, irrevocable license and right to use:

(i) all Assignor's interest in any rights of way, easements, servitudes, surface leases, tenements, appurtenances, licenses, and any other rights of ingress, egress, use or occupancy of the surface, to the extent and only to the extent the same relate, pertain or are incidental to the Wells or any of them, or the other rights and interests described in this definition of Subject Interests; and

(ii) all Assignor's interest in other personal property (other than the equipment described in subsection (c) of this definition of Subject Interests) upstream of the point at which Assignor's share of production from each of the Wells is delivered for sale or exchange to a person who takes title to such production at such point, which personal property is necessary or convenient for the production, gathering, storage, transportation and/or disposal of Subject Hydrocarbons, produced water, and other substances from each of the Wells, including but not limited to, common facilities such as tanks, treaters, separators, compressors, gathering systems and water disposal systems.

"Units" means the well spacing and production units formed for each Well.

"Wells" means the wells described in Exhibit B , INSOFAR AND ONLY INSOFAR as the formations in such wells are described in Exhibit B, and which wells are located on the Lands, and at a location on said Lands, as is more particularly described in the location plat, or similar record, for each of such wells in the records maintained in the offices of the appropriate oil and gas regulatory or conservation agency for the state in which each of such wells is situated and identified by the API Number shown on Exhibit B.

1.2 *Other Definitions.* Other terms defined elsewhere in this Assignment shall have the meanings so given them herein.

Article 2

Assignment

2.1 *Properties.* Subject to the exceptions and reservations of Section 2.2, Assignor, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, conveys, and assigns unto Assignee, its permitted successors and assigns, (a) the Subject Interests and (b) all rights and obligations of Assignor existing at the Effective Time to take or give disproportionate shares of make-up gas from or to third parties to correct production imbalances under gas balancing agreements, or other statutory, contractual or common-law

[redacted] [redacted] [redacted]

rights and obligations, or under the non-consent provisions of the Operating Agreements included in the Subject Interests (collectively, the "*Properties*").

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever, subject, however, to the matters in this Assignment.

2.2 *Reservations.* Assignor excepts and reserves from this Assignment:

(a) all other rights, title and interests in the wells described in Exhibit B as to all formations and intervals in such wells not described in Exhibit B and all other rights, title and interests in the Leases and the lands encumbered thereby to the extent not expressly granted hereunder;

(b) the irrevocable license and right to use from time to time such Equipment and fixtures as set forth in the definition of Subject Interests as is reasonably necessary for the production of oil, gas and other hydrocarbons not included in the Subject Interests;

(c) the right to use as much of the surface of the Land as well as the wellbores conveyed hereunder as may be necessary in the conduct of operations in those zones, formations and depths not assigned to Assignee herein and on other property owned or leased by Assignor;

(d) the right to drill through the depths, zones and formations herein assigned to Assignee in conducting any operations in the depths, zones and formations not assigned herein or on other property owned or leased by Assignor; unless such right to drill would have an adverse effect on production from the Properties; and

(e) the contracts and agreements described on Exhibit C.

2.3 *Limitation of Warranties.* This Assignment is made without warranty of any kind, expressed, implied, statutory or otherwise, except for warranty of title by through and under Assignor, but not otherwise and with full subrogation of Assignee to all representations and warranties of any predecessor of Assignor in title, insofar as such representations and warranties relate to the Properties.

2.5 *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY HEREIN, TO THE EXTENT THE EQUIPMENT CONSTITUTES PERSONAL PROPERTY OR FIXTURES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESSED REPRESENTATION OR WARRANTY AS TO THE CONDITION OF SUCH PERSONAL PROPERTY OR FIXTURES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Article 3

Other Provisions

3.1 *Successors and Assigns.* This Assignment shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

3.2 *Headings.* The headings of the sections of this Assignment have been inserted for the convenience of the parties, but shall not be considered in construing or enforcing this Assignment.

3.3 *Additional Information.* Either party requiring additional information regarding the Properties or any other matter in this Assignment may contact the other party at the address set forth above.

3.4 *Separate Assignments.* Separate assignments of the Properties from Assignor to Assignee may be executed on forms approved by Assignor and Assignee, in sufficient counterparts, to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

3.5 *Further Assurances.* The parties agree to execute and deliver such other instruments or documents and to take such other actions as may be necessary or desirable to effect the intent of this Assignment or further evidence the transfer of the Properties to Assignee.

3.6 *Rules of Construction.* In construing this Assignment: (i) no consideration shall be given to the captions of the articles, section, subsections, or clauses, which are inserted for convenience in locating the provisions of this Assignment and not as an aid in its construction; (ii) no consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Assignment; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions; (v) a defined term has its defined meaning throughout this Assignment and each exhibit, attachment, and schedule to this Assignment, regardless of whether it appears before or after the place where it is defined; (vi) the plural shall be deemed to include the singular, and vice versa; (vii) unless otherwise expressly provided, each reference to an agreement or instrument shall include such agreement or instrument as amended, modified or supplemented from time to time in accordance with the terms thereof.

[redacted] [redacted] [redacted]

3.7 *Counterparts*. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

3.8 *Governing Law*. The Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent mandatorily governed by the laws of the state in which the Properties are located.

[signature page follows]

IN WITNESS WHEREOF, this Assignment is executed in Houston, Texas on January 14, 2000 at 9:54 o'clock a.m. CST, but effective as of the Effective Time.

ASSIGNOR:

EOG RESOURCES, INC.
a Delaware corporation

By: _____
Name: David R. Looney
Title: Vice President, Finance

ATTEST:
By: _____

ASSIGNEE:

EOG RESOURCES ACQUISTIONS L.P.,
a Delaware limited partnership

By: **EOG RESOURCES PROPERTY MANAGEMENT, INC.**, a Delaware corporation, its general partner

By: _____
Name: David R. Looney
Title: Vice President, Finance

ATTEST:
By: _____

WITNESSES TO ALL SIGNATURES:

Printed Name: Roy C. Anderson

Printed Name: Ronnie L. Adams

Prepared by: Allen D. Cummings
HAYNES AND BOONE, LLP
1000 Louisiana St., Suite 4300
Houston, TX 77002-5012

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of January, 2000 by David R. Looney, Vice President, Finance of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

Julie Weaver
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

JULIE WEAVER
Notary Public, State of Texas
My Commission Expires
JUNE 30, 2003

This instrument was acknowledged before me on the 14th day of January, 2000 by David R. Looney, Vice President, Finance of EOG Resources Property Management, Inc., a Delaware corporation, as general partner of EOG Resources Acquisitions, L.P., a Delaware limited partnership, on behalf of said limited partnership.

Julie Weaver
Notary Public, State of Texas

My Commission Expires: _____

[Utah, Texas and Wyoming]

JULIE WEAVER
Notary Public, State of Texas
My Commission Expires
JUNE 30, 2003

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

I. **FIGURE FOUR CANYON UNIT DATED JULY 22, 1957, APPROVED JUNE 8, 1959, BY THE UNITED STATES GEOLOGICAL SURVEY AS AGREEMENT NUMBER 14-08-001-6074. UNIT CONTRACTION APPROVED OCTOBER 1, 1964 EFFECTIVE AUGUST 2, 1964.**

- A. **FIRST REVISION FRONTIER/BEAR RIVER FORMATION PARTICIPATING AREA**
- B. **LEASE WELLS**

II. **CHIMNEY BUTTES DEEP UNIT DATED JUNE 18, 1957, RECORDED AUGUST 20, 1957, IN BOOK 17, PAGE 191 IN SUBLETTE COUNTY, WYOMING**

- A. **CONSOLIDATION AND FIRST REVISION FRONTIER PARTICIPATING AREA "D-E"**
- B. **INITIAL FRONTIER/BAXTER PARTICIPATING AREA "B"**
- C. **LEASE WELLS**

III. **STEAD CANYON UNIT DATED MARCH 1, 1976, APPROVED BY THE UNITED STATES GEOLOGICAL SURVEY MARCH 29, 1977, AS AGREEMENT NUMBER 14-08-0001-16034.**

- A. **THIRD REVISION FRONTIER/BAXTER PARTICIPATING AREA "A"**
- B. **INITIAL FRONTIER "B"/BAXTER PARTICIPATING AREA**

IV. **RUGER UNIT DATED EFFECTIVE DECEMBER 10, 1991, AS APPROVED BY THE BUREAU OF LAND MANAGEMENT DECEMBER 10, 1991. UNIT CONTRACTION APPROVED BY BUREAU OF LAND MANAGEMENT MARCH 11, 1998, EFFECTIVE APRIL 25, 1997.**

- A. **FIRST REVISION ALMOND "A" PARTICIPATING AREA, APPROVED EFFECTIVE APRIL 1, 1993**

V. **EAST LABARGE UNIT DATED NOVEMBER 15, 1948, APPROVED BY THE UNITED STATES GEOLOGICAL SURVEY APRIL 6, 1951.**

- A. **SIXTH REVISION FRONTIER PARTICIPATING AREA**

VI. **COW HOLLOW UNIT DATED NOVEMBER 27, 1984, APPROVED BY THE BUREAU OF LAND MANAGEMENT JANUARY 21, 1985, AS AGREEMENT NUMBER WYO49P56-85U865.**

- A. **SECOND REVISION FRONTIER FORMATION PARTICIPATING AREA "E"**

VII. **WEST SWAN UNIT DATED OCTOBER 31, 1983, APPROVED BY THE BUREAU OF LAND MANAGEMENT NOVEMBER 28, 1983, AS AGREEMENT NUMBER 14-08-0001-21134.**

- A. **SECOND REVISION OF THE SECOND FRONTIER FORMATION PARTICIPATING AREA "A"**

[redacted] [redacted] [redacted]

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

VIII. EMIGRANT SPRINGS UNIT DATED JUNE 1, 1958, APPROVED BY THE UNITED STATES GEOLOGICAL SURVEY JULY 9, 1958, AS AGREEMENT NUMBER 14-08-001-5231.

A. FIRST REVISION FRONTIER FORMATION PARTICIPATING AREA
B. LEASE WELL

IX. COMMUNITIZATION AGREEMENT NUMBER WYW-123537 DATED DECEMBER 3, 1990, APPROVED MAY 23, 1991, EFFECTIVE OCTOBER 1, 1990, RECORDED JUNE 17, 1991 IN SUBLETTE COUNTY, WYOMING AT BOOK 87 PAGE 456. AMENDED EFFECTIVE JULY 29, 1993, RECORDED MARCH 22, 1994, IN SUBLETTE COUNTY, WYOMING AT BOOK 96 PAGE 298.

X. COMMUNITIZATION AGREEMENT NUMBER WYW-122581 DATED JULY 5, 1990, APPROVED MAY 2, 1991, EFFECTIVE OCTOBER 1, 1989, RECORDED MAY 22, 1991 IN SUBLETTE COUNTY, WYOMING AT BOOK 87 PAGE 354 AND RECORDED OCTOBER 16, 1991 IN LINCOLN COUNTY, WYOMING AT BOOK 302 PAGE 400. AMENDED SEPTEMBER 17, 1991, RECORDED SEPTEMBER 30, 1991, IN SUBLETTE COUNTY, WYOMING AT BOOK 87 PAGE 681.

XI. COMMUNITIZATION AGREEMENT NUMBER WYW-127635 DATED FEBRUARY 24, 1992, APPROVED FEBRUARY 19, 1993, EFFECTIVE JULY 1, 1991, RECORDED APRIL 1, 1993, IN LINCOLN COUNTY, WYOMING AT BOOK 326 PAGE 457.

XII. COMMUNITIZATION AGREEMENT NUMBER WYW-127636 DATED FEBRUARY 24, 1992, APPROVED MARCH 16, 1993, EFFECTIVE OCTOBER 1, 1991, RECORDED APRIL 13, 1993, IN SUBLETTE COUNTY, WYOMING AT BOOK 92 PAGE 219.

XIII. COMMUNITIZATION AGREEMENT NUMBER WYW-124242 DATED NOVEMBER 26, 1990, APPROVED JULY 12, 1991, EFFECTIVE AUGUST 1, 1990, RECORDED JULY 12, 1991, IN SUBLETTE COUNTY, WYOMING AT BOOK 87 PAGE 514.

XIV. COMMUNITIZATION AGREEMENT NUMBER WYW-109212 DATED NOVEMBER 1, 1988, APPROVED FEBRUARY 20, 1992, EFFECTIVE JULY 26, 1991.

XV. COMMUNITIZATION AGREEMENT NUMBER WYW-129631 DATED DECEMBER 23, 1992, APPROVED JULY 15, 1993, EFFECTIVE DECEMBER 23, 1992 .

XVI. COMMUNITIZATION AGREEMENT NUMBER WYW-126094 DATED MARCH 20, 1992, APPROVED AUGUST 21, 1992, EFFECTIVE JUNE 14, 1991.

XVII. COMMUNITIZATION AGREEMENT NUMBER WYW-122581 DATED JULY 5, 1991, APPROVED MAY 2, 1991, EFFECTIVE OCTOBER 1, 1989, RECORDED MAY 22, 1991

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

AT BOOK 87, PAGE 681 IN SUBLETTE COUNTY, WYOMING AND OCTOBER 16, 1991 AT BOOK 302, PAGE 400 IN LINCOLN COUNTY, WYOMING. AMENDED EFFECTIVE MAY 1, 1991, RECORDED SEPTEMBER 30, 1991 AT BOOK 87, PAGE 681 IN SUBLETTE COUNTY, WYOMING.

XVIII. COMMUNITIZATION AGREEMENT NUMBER WYW-127641 DATED AUGUST 5, 1992, APPROVED MAY 28, 1993, EFFECTIVE AUGUST 5, 1992, RECORDED JANUARY 13, 1994, AT BOOK 344, PAGE 109 IN LINCOLN COUNTY, WYOMING.

XIX. COMMUNITIZATION AGREEMENT NUMBER WYW-129630 DATED MAY 10, 1993, APPROVED JULY 14, 1993, EFFECTIVE OCTOBER 25, 1992, RECORDED AUGUST 10, 1993, AT BOOK 93, PAGE 122 IN SUBLETTE COUNTY, WYOMING.

XX. COMMUNITIZATION AGREEMENT NUMBER WYW-127937 DATED NOVEMBER 1, 1992, APPROVED FEBRUARY 1, 1993, EFFECTIVE NOVEMBER 1, 1992.

XXI. COMMUNITIZATION AGREEMENT NUMBER WYW-136909 DATED FEBRUARY 24, 1995, APPROVED OCTOBER 4, 1995, EFFECTIVE NOVEMBER 1, 1992.

XXII. COMMUNITIZATION AGREEMENT NUMBER WYW-136908 DATED FEBRUARY 24, 1995, APPROVED OCTOBER 23, 1995, EFFECTIVE DECEMBER 1, 1992.

XXIII. COMMUNITIZATION AGREEMENT NUMBER WYW-126088 DATED SEPTEMBER 4, 1991, APPROVED JUNE 8, 1992, EFFECTIVE JULY 24, 1991, RECORDED JUNE 22, 1992 AT BOOK 88, PAGE 569, SUBLETTE COUNTY, WYOMING.

XXIV. COMMUNITIZATION AGREEMENT NUMBER WYW-119586 DATED DECEMBER 6, 1989, APPROVED JUNE 4, 1990, EFFECTIVE DECEMBER 6, 1989, RECORDED JUNE 26, 1990, AT BOOK 86, PAGE 397, SUBLETTE COUNTY, WYOMING.

XXV. COMMUNITIZATION AGREEMENT NUMBER WYW-121156 DATED JULY 8, 1991, APPROVED OCTOBER 22, 1991, EFFECTIVE MAY 14, 1991, RECORDED AT BOOK 821, PAGE 209, SWEETWATER COUNTY, WYOMING.

XXVI. DRILLING AND SPACING UNIT WELLS

BELOW ARE THE OIL AND GAS LEASES AND LANDS SUBJECT TO THE ABOVE AGREEMENTS:

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

I. FIGURE FOUR CANYON UNIT
SUBLETTE COUNTY, WYOMING

A. FIRST REVISION FRONTIER/BEAR RIVER FORMATION PARTICIPATING AREA

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050347-000	USA EV-023053	01/01/48	BOOK 89, PAGE 98	SUBLETTE
0050348-000	USA EV-023053-A	01/01/48	BOOK 89, PAGE 98	SUBLETTE
0050349-000	USA EV-023057	01/01/48	BOOK 89, PAGE 145	SUBLETTE
0050350-000	USA EV-023057-A	01/01/48	BOOK 89, PAGE 145	SUBLETTE
0050351-000	USA EV-023066	01/01/48	BOOK 89, PAGE 105	SUBLETTE
0050352-000	USA EV-023066-A	01/01/48	BOOK 89, PAGE 105	SUBLETTE
0050343-000	USA W-05749	05/01/51	BOOK 88, PAGE 759	SUBLETTE
0050353-000	USA W-053031	09/01/57	BOOK 89, PAGE 152	SUBLETTE
0050354-000	USA W-066701	08/01/49	BOOK 89, PAGE 139	SUBLETTE
0050344-000	USA W-066702	07/01/47	BOOK 89, PAGE 52	SUBLETTE
0050307-000	A. L. MCGINNIS	12/26/56	BOOK 16, PAGE 336	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE FIGURE FOUR CANYON UNIT FIRST REVISION FRONTIER/BEAR RIVER FORMATION PARTICIPATING AREA, AS AMENDED, MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 112 West, 6th P.M.
Section 10: That portion of the bed of the Green River that is riparian to Lots 1,2, 3, 4, 5, 6, 7, 8, SE, Lots 1, 2, 3, 4, 5, 6, 7, 8, E2SW, NENE, S2NE
Section 15: Lot 2 and that portion of the bed of the Green River that is riparian to Lot 2 described as beginning at the Meander Corner of Sections 10 and 15 on the right bank downstream, which is the point of beginning; thence in Sec 15, South 5 ¼ degrees West 1.50 chains to Meander Corner Fractional Sections 15 & 16; thence East to the thread of the stream approximately 20 chains; thence in a Northeasterly direction following the thread of the stream to the section line of Sections 10 and 15; thence West approximately 2 chains to the Meander Corner of Sections 10 and 15 to the point of beginning containing approximately 2.83 acres, that portion of the bed of the Green River that is riparian to Lot 1, E2NE, E2SE, W2NE, W2SE, Lot 1, E2NW, SWNW, SW
Sublette County, Wyoming

B. LEASE WELLS

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050343-000	USA W-05749	05/01/51	BOOK 88, PAGE 759	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

FFC 4-13 WELL
Township 27 North, Range 112 West, 6th P.M.
Section 13: NENE
Sublette County, Wyoming

FFC 3-12L WELL
Township 27 North, Range 112 West, 6th P.M.
Section 12: SESE
Sublette County, Wyoming

FFC 3-12M WELL
Township 27 North, Range 112 West, 6th P.M.
Section 12: SESE
Sublette County, Wyoming

FFC 5-13 WELL
Township 27 North, Range 112 West, 6th P.M.
Section 13: NESE
Sublette County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050346-000	USA W-27878	04/01/71	BOOK 88, PAGE 761	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

FFC 1-1 WELL
Township 27 North, Range 112 West, 6th P.M.
Section 1: SESE
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050345-000	USA W-64986	09/13/78	BOOK 74, PAGE 522	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

FFC 11-14 U&L WELL
Township 27 North, Range 112 West, 6th P.M.
Section 14: CNW
Sublette County, Wyoming

II. CHIMNEY BUTTES DEEP UNIT SUBLETTE COUNTY, WYOMING

A. CONSOLIDATION AND FIRST REVISION OF THE FRONTIER PARTICIPATING AREA "D-E"

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050153-000	USA EV-023554	01/01/48	BOOK 89, PAGE 19	SUBLETTE
0050149-000	USA W-0125385	12/01/48	BOOK 85, PAGE 599	SUBLETTE
0050150-000	USA W-0125387	01/01/50	BOOK 85, PAGE 605	SUBLETTE
0050154-000	USA EV-024756	06/01/48	BOOK 67, PAGE 70	SUBLETTE
0050155-000	USA EV-024792	07/01/48	BOOK 85, PAGE 614	SUBLETTE
0050156-000	USA W-02985	06/01/48	BOOK 89, PAGE 3	SUBLETTE
0050157-000	USA W-02985-A	06/01/48	BOOK 89, PAGE 3	SUBLETTE
0050158-000	USA W-046892	12/01/57	BOOK 85, PAGE 582	SUBLETTE
0050160-000	USA W-08056	09/01/51	BOOK 89, PAGE 42	SUBLETTE
0050164-000	ST WY 0-11142	05/16/51	BOOK 19, PAGE 243	SUBLETTE
0050165-000	ST WY 0-20810	06/16/56	BOOK 85, PAGE 669	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE CHIMNEY BUTTES DEEP UNIT CONSOLIDATION AND FIRST REVISION OF THE FRONTIER PARTICIPATING AREA "D-E" MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 112 West, 6th P.M.
Section 19: Lots 3 and 4
Section 30: Lot 1

Township 28 North, Range 113 West, 6th P.M.
Section 24: Lots 6, 7 and 8
Section 25: Lots 1, 2, 3, 4, W2NE, E2NW, NESW, S2SW, W2SE
Section 26: SESW, S2SE
Section 34: Lots 2, 3, 4, NE, E2W2, N2SE
Section 35: All
Tract 54: All
Sublette County, Wyoming

B. INITIAL FRONTIER/BAXTER PARTICIPATING AREA "B"

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050169-000	USA W-0125384	05/01/48	BOOK 89, PAGE 45	SUBLETTE
0050166-000	USA W-06861	07/01/51	BOOK 89, PAGE 40	SUBLETTE
0050152-000	USA EV-022756	09/01/46	BOOK 89, PAGE 17	SUBLETTE
0050151-000	USA W-0125388	06/01/48	BOOK 67, PAGE 70	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE CHIMNEY BUTTES DEEP UNIT INITIAL FRONTIER/BAXTER PARTICIPATING AREA "B" MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 113 West, 6th P.M.
Section 14: S2NW, SW, SWNE, W2SE
Section 15: SENE
Section 23: NWNE, NENW
Sublette County, Wyoming

C. LEASE WELLS

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050145-000	USA EV-07671-B	12/29/39	BOOK 88, PAGE 125	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

CBU 16-25 WELL
Township 28 North, Range 113 West, 6th P.M.
Section 25: NWSW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050152-000	USA EV-022756	09/01/46	BOOK 89, PAGE 17	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

CBU 38-14 WELL
Township 28 North, Range 113 West, 6th P.M.
Section 14: SWSW
Sublette County, Wyoming

**III. STEAD CANYON UNIT
LINCOLN COUNTY, WYOMING**

A. THIRD REVISION FRONTIER/BAXTER PARTICIPATING AREA "A"

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050054-000	USA EV-022932	09/01/47	BOOK 9, PAGE 66	LINCOLN
0050053-000	USA EV-022930-A.	09/01/47	BOOK 8, PAGE 484	LINCOLN
0050052-000	USA EV-026056	12/01/49	BOOK 314, PAGE 247	LINCOLN
0050049-000	WY ST 0-2265	03/02/44	BOOK 314, PAGE 49	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE STEAD CANYON UNIT THIRD REVISION FRONTIER/BAXTER PARTICIPATING AREA "A" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 9: SESE
Section 10: SENW, S2NE, S2

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

Section 11: N2SW, SWSW, S2NW
Section 14: W2NW
Section 15: N2NW, SENW, NE
Section 16: NENE
Lincoln County, Wyoming

B. INITIAL FRONTIER "B"/BAXTER PARTICIPATING AREA

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050047-000	USA EV-023313-A	02/01/48	BOOK 314, PAGE 227	LINCOLN
0050048-000	USA EV-023313-B	02/01/48	BOOK 314, PAGE 227	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE STEAD CANYON UNIT INITIAL FRONTIER "B"/BAXTER PARTICIPATING AREA MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 13: SW, Lot 4, W2SE
Lincoln County, Wyoming

IV. RUGER UNIT
SWEETWATER COUNTY, WYOMING

A. FIRST REVISION ALMOND "A" FORMATION PARTICIPATING AREA

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075146-000	USA W-102982	04/01/87	NO RECORDING	SWEETWATER
0075108-000	USA W-102983	01/01/87	BOOK 780, PAGE 1127	SWEETWATER

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE RUGER UNIT FIRST REVISION ALMOND "A" PARTICIPATING AREA, MORE PARTICULARLY DESCRIBED BELOW:

Township 15 North, Range 94 West
Section 32: S2N2, S2
Section 33: S2NW, SW, W2SE
Sweetwater County, Wyoming

V. EAST LABARGE UNIT
LINCOLN AND SUBLETTE COUNTIES, WYOMING

A. SIXTH REVISION FRONTIER PARTICIPATING AREA

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050173-000	USA EV-024549-A	07/01/51	BOOK 22, PAGE 137	LINCOLN
0050174-000	USA W-20951	09/01/47	BOOK 93, PAGE 159	LINCOLN
0050175-000	UAS EV-022929-A	09/01/52	BOOK 15, PAGE 206	SUBLETTE
0050176-000	USA EV-022931	11/01/47	BOOK 15, PAGE 193	LINCOLN
0050177-000	USA EV-022931-A	11/01/47	BOOK 15, PAGE 193	LINCOLN
0050178-000	USA EV-022935	10/01/47	BOOK 43, PAGE 242	LINCOLN
0050179-000	USA EV-023229	07/01/47	BOOK 89, PAGE 52	SUBLETTE
0050180-000	USA EV-023229-A	07/01/47	BOOK 89, PAGE 52	SUBLETTE
0050181-000	USA W-20950	09/01/47	BOOK 15, PAGE 206	SUBLETTE
0050182-000	USA W-039163	03/01/56	BOOK 18, PAGE 217	SUBLETTE
0050183-001	KENNETH BARTLETT, GUARDIAN	10/29/58	BOOK 22, PAGE 349	SUBLETTE
0050183-002	ATHOL L. STOTTS, ET UX	01/23/56	BOOK 15, PAGE 79	SUBLETTE
0050183-003	MARY MAXINE DELANEY, ET AL	01/23/56	BOOK 15, PAGE 231	SUBLETTE
0050183-004	FLORENCE VICKREY, ET AL	06/21/56	BOOK 15, PAGE 295	SUBLETTE
0050184-001	SELMER G. LARSON, RECEIVER	06/21/56	BOOK 18, PAGE 216	LINCOLN
0050184-002	WILLIAM J. MCGINNIS	01/25/54	BOOK 18, PAGE 214	LINCOLN
0050318-000	GEORGE E. YEAMAN, ET UX	11/29/56	BOOK 20, PAGE 248	LINCOLN
0050319-000	WINTON H. ALLEMAN, ET UX	02/26/59	BOOK 32, PAGE 445	LINCOLN
0050185-000	BENEFICIAL OIL CO.	09/16/59	BOOK 24, PAGE 537	SUBLETTE

[redacted] **EXHI[redacted]A"** [redacted]

SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE EAST LABARGE UNIT SIXTH REVISION FRONTIER PARTICIPATING AREA, MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 04: Lots 1-4, S2N2, SW
Section 05: That portion of the bed of the Green River that is riparian to Lots 4-14, SENE, E2SE
Lots 1-14, SWSE, SWNE, NWSE
Section 08: That portion of the bed of the Green River that is riparian to Lots 1-11, E2E2, Lots 1-11, W2NE, SWSW

Township 27 North, Range 112 West, 6th P.M.
Section 21: That portion of the bed of the Green River that is riparian to Lots 1-11, NWNW, SWSW, SESW, E2SE, SWSE,
Lots 1-11
Section 22: E2E2, W2E2, W2
Section 28: All
Section 29: That portion of the bed of the Green River that is riparian to Lots 1-6, 8-12, E2SE, Lots 1-7, 8-12, S2NE, SWSE
Section 32: That portion of the bed of the Green River that is riparian to Lot 1, W2NE, E2W2, W2NW, NWSW,
E2E2, Lot 1
Section 33: NE, S2, NW
Sublette and Lincoln Counties, Wyoming

VI. COW HOLLOW UNIT LINCOLN COUNTY, WYOMING

A. SECOND REVISION FRONTIER FORMATION PARTICIPATING AREA "E"

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050056-000	USA W-05923	06/01/51	BOOK 339, PAGE 149	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COW HOLLOW UNIT SECOND REVISION FRONTIER FORMATION PARTICIPATING AREA "E", MORE PARTICULARLY DESCRIBED BELOW:

Township 22 North, Range 112 West, 6th P.M.
Section 04: SWSW
Section 05: N2SW, NWSE, S2S2
Section 06: NESE, SESE
Section 07: NENE, SENE, SESE
Section 08: All
Section 09: NWSW, N2NW, SWNW, SENW
Section 17: N2NW, NWNE
Section 18: NENE
Lincoln and Sweetwater Counties, Wyoming

VII. WEST SWAN UNIT LINCOLN COUNTY, WYOMING

A. SECOND REVISION OF THE SECOND FRONTIER FORMATION PARTICIPATING AREA "A"

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075158-000	USA W-42788	01/01/74	BOOK 34, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE WEST SWAN UNIT SECOND REVISION OF THE FRONTIER FORMATION PARTICIPATING AREA "A", MORE PARTICULARLY DESCRIBED BELOW:

Township 25 North, Range 112 West, 6th P.M.
Section 24: SW, Lot 4, W2SE
Section 25: Lots 1, 2, NWNW, E2NW, W2NE
Section 30: Lots 1, 2, 3, 4, E2NW, E2SW
Lincoln County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

VIII. EMIGRANT SPRINGS UNIT
LINCOLN COUNTY, WYOMING

A. FIRST REVISION FRONTIER FORMATION PARTICIPATING AREA

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050039-000	USA EV-024522-A	11/01/48	BOOK 32, PAGE 228	LINCOLN
0050040-000	USA EV-024521-A	11/01/48	NO RECORDING	LINCOLN
0050041-000	USA EV-024522	11/01/48	BOOK 32, PAGE 228	LINCOLN
0050042-000	USA EV-024521-B	11/01/48	NO RECORDING	LINCOLN
0075333-000	USA WYW-132106	11/01/48	BOOK 32, PAGE 228	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE EMIGRANT SPRINGS UNIT FIRST REVISION FRONTIER FORMATION PARTICIPATING AREA, MORE PARTICULARLY DESCRIBED BELOW:

Township 23 North, Range 112 West, 6th P.M.
Section 14: SWNW, W2SW
Section 15: S2NE, SENW, E2SW, SE
Section 21: NE, N2SE, SWSE, SESE
Section 22: SESE, N2, SW, N2SE, SWSE
Section 23: NWNW
Section 27: NW, N2NE
Section 28: NE
Lincoln County, Wyoming

B. LEASE WELLS

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050045-000	USA W-92975	11/01/48	BOOK 32, PAGE 228	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

ESU 14-21 WELL
Township 23 North, Range 112 West, 6th P.M.
Section 21: NWSW
Lincoln County, Wyoming

IX. COMMUNITIZATION AGREEMENT WYW-123537 (K0032278)
CEDAR CREEK 12-32 WELL
LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050019-000	USA EV-021741	09/01/1946	BOOK 88 PAGE 783	LINCOLN
0057821-001	JOSEPH W KRALL	03/23/1989	BOOK 82 PAGE 551	SUBLETTE
0057821-002	SUSAN K DONALDSON, ET VIR	03/23/1989	BOOK 82 PAGE 643	SUBLETTE
0057821-003	SALLY ORR, ET VIR	03/23/1989	BOOK 82 PAGE 641	SUBLETTE
0057821-004	JUDY BETKA, ET VIR	03/23/1989	BOOK 82 PAGE 645	SUBLETTE
0057821-005	NANCY JO T KNADLER, ET VIR	03/22/1989	BOOK 82 PAGE 549	SUBLETTE
0057821-006	TED MILLER	03/29/1989	BOOK 82 PAGE 635	SUBLETTE
0007821-007	FRANK T MILLER	03/29/1989	BOOK 82 PAGE 637	SUBLETTE
0057821-008	MARILYN JAMES, ET VIR	03/31/1989	BOOK 82 PAGE 639	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-123537 MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 113 West, 6th P.M.
Section 32: S2SE
Sublette County, Wyoming

EXHI[redacted]A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

X. **COMMUNITIZATION AGREEMENT WYW-122581 (K0032277)**
SLB 3-33 WELL
LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050019-000	USA EV-021741	09/01/1946	BOOK 88 PAGE 783	LINCOLN
0057821-001	JOSEPH W KRALL	03/23/1989	BOOK 82 PAGE 551	SUBLETTE
0057821-002	SUSAN K DONALDSON, ET VIR	03/23/1989	BOOK 82 PAGE 643	SUBLETTE
0057821-003	SALLY ORR, ET VIR	03/23/1989	BOOK 82 PAGE 641	SUBLETTE
0057821-004	JUDY BETKA, ET VIR	03/23/1989	BOOK 82 PAGE 645	SUBLETTE
0057821-005	NANCY JO T KNADLER, ET VIR	03/22/1989	BOOK 82 PAGE 549	SUBLETTE
0057821-006	TED MILLER	03/29/1989	BOOK 82 PAGE 635	SUBLETTE
0057821-007	FRANK T MILLER	03/29/1989	BOOK 82 PAGE 637	SUBLETTE
0057821-008	MARILYN JAMES, ET VIR	03/31/1989	BOOK 82 PAGE 639	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-122581 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
Section 4: Lots 3, 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S2SW
Sublette County, Wyoming

XI. **COMMUNITIZATION AGREEMENT WYW-127635 (K0032722)**
CEDAR CREEK 15-5, 16-5 AND 17-5 WELLS
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075012-000	USA EV-021976	04/01/49	BOOK 314 PAGE 234	LINCOLN
0075013-000	USA EV-025792	09/01/46	BOOK 314 PAGE 218	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-127635 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
Section 5: Lots 1, 2, 3, 6, 7 and 8
Lincoln County, Wyoming

XII. **COMMUNITIZATION AGREEMENT WYW-127636 (K0032723)**
JORY HILL 1-29 WELL
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050019-000	USA EV-021741	09/01/46	BOOK 88, PAGE 783	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-127636 MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 113 West, 6th P.M.
Section 29: SENE, NESE
Sublette County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

XIII. COMMUNITIZATION AGREEMENT WYW-124242 (K0032301)
DRY BASIN 1-08 WELL
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050111-000	USA EV-022239	11/01/46	BOOK 94, PAGE 132	SUBLETTE
0075900-000	USA WYW-148414	07/01/48	NO RECORDING	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-124242 MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 113 West, 6th P.M.
Section 08: SW
Sublette County, Wyoming

XIV. COMMUNITIZATION AGREEMENT WYW-109212 (K0032256)
LANSDALE FEDERAL 10-08
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075021-000	USA W-104985	08/01/87	BOOK 263, PAGE 159	LINCOLN
0075022-000	USA WYW-102101	11/01/86	BOOK 263, PAGE 163	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-109212 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 111 West, 6th P.M.
Section 08: NW
Lincoln County, Wyoming

XV. COMMUNITIZATION AGREEMENT WYW-129631 (K0034046)
WSC 21-09D
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050054-000	USA EV-022932	09/01/47	BOOK 9, PAGE 66	LINCOLN
0050053-000	USA EV-022930-A	09/01/47	BOOK 8, PAGE 484	LINCOLN
0050052-000	USA EV-026056	12/01/49	BOOK 314, PAGE 247	LINCOLN
0050049-000	WY ST 0-2265	03/02/44	BOOK 314, PAGE 49	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-129631 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 09: S2SE
Lincoln County, Wyoming

EXHI[redacted]A"

SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

XVI. COMMUNITIZATION AGREEMENT WYW-126094 (K0032736)
STD CAN 20-13 (BAXTER AND FRONTIER)
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050048-000	USA WYW-98797	02/01/48	BOOK 341, PAGE 227	LINCOLN
0057790-000	USA EV-023313-B	03/01/86	BOOK 274, PAGE 531	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-126094 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 13: Lots 1, 2, 3, W2NE
Lincoln County, Wyoming

XVII. COMMUNITIZATION AGREEMENT WYW-122581 (K0032277)
SHB 15-04-U (CC)
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050019-000	USA EV-021741	09/01/46	BOOK 88, PAGE 783	SUBLETTE
0057821-001	JOSEPH W. KRALL	03/23/89	BOOK 82, PAGE 551	SUBLETTE
0057821-002	SUSAN K. DONALDSON, ET VIR	03/23/89	BOOK 82, PAGE 643	SUBLETTE
0057821-003	SALLY ORR, ET VIR	03/23/89	BOOK 82, PAGE 641	SUBLETTE
0057821-004	JUDY BETKA, ET VIR	03/23/89	BOOK 82, PAGE 645	SUBLETTE
0057821-005	NANCY JO T. KNADLER, ET VIR	03/23/89	BOOK 82, PAGE 549	SUBLETTE
0057821-006	TED E. MILLER	03/29/89	BOOK 82, PAGE 635	SUBLETTE
0057821-007	FRANK T. MILLER	03/29/89	BOOK 82, PAGE 637	SUBLETTE
0057821-008	MARILYN JAMES, ET VIR	03/31/89	BOOK 82, PAGE 639	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-122581 MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
Section 04: Lots 3 and 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S2SW
Sublette County, Wyoming

XVIII. COMMUNITIZATION AGREEMENT WYW-127641 (K0034033)
WEST SWAN #1-24 WELL
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075148-000	USA WYW-125960	01/01/92	BOOK 314, PAGE 43	LINCOLN
0075158-000	USA W-42788	01/01/74	BOOK 314, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-127641 MORE PARTICULARLY DESCRIBED BELOW:

Township 25 North, Range 112 West, 6th P.M.
Section 24: Lots 1, 2, W2NE
Lincoln County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

XIX. COMMUNITIZATION AGREEMENT WYW-129630 (K0034066)
BNG 201-20 WELL
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050127-000	USA W-48906	11/01/46	BOOK 95, PAGE 713	SUBLETTE
0050099-000	USA EV-024353	11/01/46	BOOK 94, PAGE 132	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-129630 MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 113 West, 6th P.M.
Section 20: N2SW
Sublette County, Wyoming

XX. COMMUNITIZATION AGREEMENT WYW-127937 (K0034037)
CELSIUS FEDERAL 4-1 WELL
SWEETWATER COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075051-000	USA W-121737	08/01/79	NO RECORDING	SWEETWATER

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-127937 MORE PARTICULARLY DESCRIBED BELOW:

Township 14 North, Range 94 West, 6th P.M.
Section 04: Lots 1-4, S2N2, S2
Sweetwater County, Wyoming

XXI. COMMUNITIZATION AGREEMENT WYW-136909 (K0034323)
WEST SWAN 24-9 WELL
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075158-000	USA W-42788	01/01/74	BOOK 314, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-136909 MORE PARTICULARLY DESCRIBED BELOW:

Township 25 North, Range 112 West, 6th P.M.
Section 24: Lot 3, NWSE
Lincoln County, Wyoming

XXII. COMMUNITIZATION AGREEMENT WYW-136908 (K0034322)
WEST SWAN 25-6 WELL
LINCOLN COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075158-000	USA W-42788	01/01/74	BOOK 314, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-136908 MORE PARTICULARLY DESCRIBED BELOW:

Township 25 North, Range 112 West, 6th P.M.
Section 25: S2NW
Lincoln County, Wyoming

EXHI[redacted]A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

XXIII. COMMUNITIZATION AGREEMENT WYW-126088 (K0032600)
TERMINATION DRAW 3-15 WELL
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050107-000	USA W-0637	04/01/50	BOOK 94, PAGE 125	SUBLETTE
0050126-000	USA W-48905	10/01/48	BOOK 95, PAGE 706	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-126088 MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 113 West, 6th P.M.
Section 15: SW
Section 16: Lots 6 & 7
Sublette County, Wyoming

XXIV. COMMUNITIZATION AGREEMENT WYW-119586 (K0030354)
NCB 4-23 WELL
SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050134-000	USA EV-024756	06/01/48	BOOK 67, PAGE 70	SUBLETTE
0050018-000	WILLIAM J. MCGINNIS, ET UX	10/05/46	BOOK 2, PAGE 109	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-119586 MORE PARTICULARLY DESCRIBED BELOW:

Township 28 North, Range 113 West, 6th P.M.
Section 23 : That portion of Tract 45 within Section 23, Lot 5, Lot 6 and Lot 7
Sublette County, Wyoming

XXV. COMMUNITIZATION AGREEMENT WYW-121156 (K0032591)
NORTH DRIPPING ROCK 23-5
SWEETWATER COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075051-000	USA W-121737	08/01/79	NO RECORDING	SWEETWATER

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE COMMUNITIZATION AGREEMENT WYW-121156 MORE PARTICULARLY DESCRIBED BELOW:

Township 14 North, Range 94 West, 6th P.M.
Section 05: All
Sweetwater County, Wyoming

XXVI. DRILLING AND SPACING UNITS

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050019-000	USA EV-021741	09/01/46	BOOK 88, PAGE 783	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNITS MORE PARTICULARLY DESCRIBED BELOW:

CEDAR CREEK #1-32
Township 27 North, Range 113 West, 6th P.M.
Section 32: N2NE
Sublette County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

CEDAR CRK #7-33 AND CONNELLY B #1C-33
Township 27 North, Range 113 West, 6th P.M.
Section 33: N2NW, NWNE
Sublette County, Wyoming

CEDAR CREEK #8-32
Township 27 North, Range 113 West, 6th P.M.
Section 32: SWNE, NWSE
Sublette County, Wyoming

SLB #8-33 (KF 1)
Township 27 North, Range 113 West, 6th P.M.
Section 33: S2NW
Sublette County, Wyoming

SLB #9-33
Township 26 North, Range 113 West, 6th P.M.
Section 4: Lots 1 and 2
Lincoln County, Wyoming
Township 27 North, Range 113 West, 6th P.M.
Section 33: S2SE
Sublette County, Wyoming

SLB #5-33 AND BNG 37-33
Township 27 North, Range 113 West, 6th P.M.
Section 33: S2NE, N2SE
Sublette County, Wyoming

BNG 92-28
Township 27 North, Range 113 West, 6th P.M.
Section 28: SWSE, SESW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050008-001	PATRICK J QUEALY, ADMIN.	08/15/1957	BOOK 18, PAGE 136	SUBLETTE
0000050008-002	JOSEPH A MINTON ET UX	08/15/1957	BOOK 18, PAGE 140	SUBLETTE
0000050013-001	SELMER G LARSON	06/11/1957	BOOK 17, PAGE 2	SUBLETTE
0000050013-002	JOSEPH A MINTON ET US	08/15/1957	BOOK 18, PAGE 144	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

SLB #2-28
Township 27 North, Range 113 West, 6th P.M.
Section 28: S2NW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050008-001	PATRICK J QUEALY, ADMIN.	08/15/1957	BOOK 18, PAGE 136	SUBLETTE
0000050008-002	JOSEPH A MINTON ET UX	08/15/1957	BOOK 18, PAGE 140	SUBLETTE
0000050013-001	SELMER G LARSON	06/11/1957	BOOK 17, PAGE 2	SUBLETTE
0000050013-002	JOSEPH A MINTON ET US	08/15/1957	BOOK 18, PAGE 144	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

SLB #7-28
Township 27 North, Range 113 West, 6th P.M.
Section 28: N2SW, SWSW
Sublette County, Wyoming

EXHI[redacted]A"

SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050008-001	PATRICK J QUEALY, ADMIN.	08/15/1957	BOOK 18, PAGE 136	SUBLETTE
0000050008-002	JOSEPH A MINTON ET UX	08/15/1957	BOOK 18, PAGE 140	SUBLETTE
0000050013-001	SELMER G LARSON	06/11/1957	BOOK 17, PAGE 2	SUBLETTE
0000050013-002	JOSEPH A MINTON ET US	08/15/1957	BOOK 18, PAGE 144	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

SLB #6-28
Township 27 North, Range 113 West, 6th P.M.
Section 28: SWNE, NWSE
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050020-000	USA EV-021743	03/01/47	BOOK 86, PAGE 313	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

CONNELLY A 1C-33
Township 27 North, Range 113 West, 6th P.M.
Section 33: N2SW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050320-001	CYRIL & DORISE HOUSLEY	11/14/56	BOOK 19, PAGE 398	LINCOLN
0050320-002	AUGUSTA B. MARX	11/19/56	BOOK 19, PAGE 475	LINCOLN
0050324-000	JOHN E. MARX	11/01/56	BOOK 19, PAGE 353	LINCOLN
0050309-001	SELMER G. LARSON	01/08/57	BOOK 20, PAGE 434	LINCOLN
0050309-003	WILLIAM J. MCGINNIS	11/13/56	BOOK 19, PAGE 394	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

WSC 18-17
Township 26 North, Range 112 West, 6th P.M.
Section 17: NW
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050054-000	USA EV-022932	09/01/47	BOOK 9, PAGE 66	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNITS MORE PARTICULARLY DESCRIBED BELOW:

WSC 12-9
Township 26 North, Range 112 West, 6th P.M.
Section 09: NW
Lincoln County, Wyoming

WSC 13-9
Township 26 North, Range 112 West, 6th P.M.
Section 09: SW
Lincoln County, Wyoming

WSC 14-9
Township 26 North, Range 112 West, 6th P.M.
Section 09: NE
Lincoln County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

WSC 17-9D
Township 26 North, Range 112 West, 6th P.M.
Section 09: NW
Lincoln County, Wyoming

WSC 15-9
Township 26 North, Range 112 West, 6th P.M.
Section 09: N2SE
Lincoln County, Wyoming

WSC 20-9D
Township 26 North, Range 112 West, 6th P.M.
Section 09: SW
Lincoln County, Wyoming

WSC 21-9
Township 26 North, Range 112 West, 6th P.M.
Section 09: S2SE
Lincoln County, Wyoming

STD CANYON 9-11
Township 26 North, Range 112 West, 6th P.M.
Section 11: N2NW
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050052-000	USA EV-026056	12/01/49	BOOK 314, PAGE 247	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

STD CANYON 5-14 U
Township 26 North, Range 112 West, 6th P.M.
Section 14: E2NE
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050309-001	SELMER G. LARSON	01/08/57	BOOK 20, PAGE 434	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

LARSON 1-17
Township 26 North, Range 112 West, 6th P.M.
Section 17: NW
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050113-000	MYRON EDGAR MILLS ET UX	05/20/53	BOOK 5, PAGE 107	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

MILLS 1-22
Township 28 North, Range 113 West, 6th P.M.
Section 22: Lots 1, 2, NWSE
Sublette County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0061151-000	USA WYW-130845	04/01/50	BOOK 94, PAGE 125	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

NEW FORK MESA #1-15
Township 28 North, Range 113 West, 6th P.M.
Section 15: SE
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075110-000	USA WYW-124999	10/01/91	BOOK 303, PAGE 145	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNITS MORE PARTICULARLY DESCRIBED BELOW:

FONTENELLE RESERVOIR #1-22
Township 25 North, Range 112 West, 6th P.M.
Section 22: NE
Lincoln County, Wyoming

FONTENELLE RESERVOIR #2-22
Township 25 North, Range 112 West, 6th P.M.
Section 22: NW
Lincoln County, Wyoming

FONTENELLE RESERVOIR #3-22
Township 25 North, Range 112 West, 6th P.M.
Section 22: SE
Lincoln County, Wyoming

FONTENELLE RESERVOIR #4-22
Township 25 North, Range 112 West, 6th P.M.
Section 22: SE
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050051-000	USA EV-022929	09/01/47	BOOK 15, PAGE 206	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

BESS CANYON 5-35
Township 27 North, Range 112 West, 6th P.M.
Section 35: NE
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050050-000	USA EV-025550	01/01/48	BOOK 89, PAGE 98	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

BESS CANYON 2-27
Township 27 North, Range 112 West, 6th P.M.
Section 27: NW
Sublette County, Wyoming

EXHIBIT "A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050094-000	USA EV-022261	09/01/46	BOOK 89, PAGE 59	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNITS MORE PARTICULARLY DESCRIBED BELOW:

BNG 202-19
Township 28 North, Range 113 West, 6th P.M.
Section 19: SE
Sublette County, Wyoming

BURLY 1-19
Township 28 North, Range 113 West, 6th P.M.
Section 19: Lot 5, W2NE, SENE
Sublette County, Wyoming

BNG 204-19
Township 28 North, Range 113 West, 6th P.M.
Section 19: Lot 5, W2NE, SENE
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050093-000	USA EV-022234	10/01/48	BOOK 94, PAGE 432	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

BNG 203-29
Township 28 North, Range 113 West, 6th P.M.
Section 29: E2NW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075158-000	USA W-42788	01/01/74	BOOK 314, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNITS MORE PARTICULARLY DESCRIBED BELOW:

WEST SWAN 2-25
Township 25 North, Range 112 West, 6th P.M.
Section 25: SE
Lincoln County, Wyoming

WEST SWAN 3-25
Township 25 North, Range 112 West, 6th P.M.
Section 25: SW
Lincoln County, Wyoming

WEST SWAN 5-25
Township 25 North, Range 112 West, 6th P.M.
Section 25: SE
Lincoln County, Wyoming

EXHI[redacted]A"
SUBLETTE, LINCOLN AND SWEETWATER COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075109-000	USA WYW-124941	09/01/91	BOOK 820, PAGE 1549	SWEETWATER

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

CEPO FEDERAL #44-09
Township 14 North, Range 95 West, 6th P.M.
Section 09: SE
Sweetwater County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050052-000	USA EV-026056	12/01/49	BOOK 314, PAGE 247	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

ESC 24-14 U-L
Township 26 North, Range 112 West, 6th P.M.
Section 14: SE
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075158-000	USA W-42788	01/01/74	BOOK 314, PAGE 223	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

WEST SWAN 6-25D
Township 25 North, Range 112 West, 6th P.M.
Section 25: SW
Lincoln County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0050100-000	USA EV-025535	08/01/46	BOOK 92, PAGE 373	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

TERMINATION DRAW 2-10
Township 28 North, Range 113 West, 6th P.M.
Section 10: SW
Sublette County, Wyoming

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0075204-000	USA W-105609	10/01/87	BOOK 858, PAGE 1413	SWEETWATER

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS IN THE SPACING UNIT MORE PARTICULARLY DESCRIBED BELOW:

NORTH RUGER 34-29
Township 15 North, Range 94 West, 6th P.M.
Section 29: SE
Sweetwater County, Wyoming

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01/12/00, 9:40 AM

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TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
BESS CANYON #2-27 (ELB)	021960000001	490352115900	Frontier	NWNW	27	27N	112W
BESS CANYON #5-35 (ELB)	019887000001	490352112800	Muddy	NENE	35	27N	112W
BNG 92-28	002500000003	490352003700	Baxter	SESW	28	27N	113W
BNG # 37-33-M (SLB) Kf1*	002436000004	490350509900	Frontier 1	NESE	33	27N	113W
BNG # 37-33-U (CC)*	002436000003	490350509900	Baxter	NESE	33	27N	113W
BNG #203-29 (BURLY)	021838000001	490352115800	Baxter	NENW	29	28N	113W
BNG #204-19 (BURLY)	022244000001	490352116400	Baxter	SENE	19	28N	113W
BNG 201-20	021836000001	490352115500	Baxter	NWSW	20	28N	113W
BNG 202-19	021837000002	490352115400	Baxter	NWSE	19	28N	113W
BURLY # 1-19	020029000001	490352114700	Baxter	NWNE	19	28N	113W
CBU 22-35	003166000002	490352054400	Frontier 1	SESW	35	28N	113W
CBU #16-25 (NCB)	003159000002	490350567500	Baxter	NWSW	25	28N	113W
CBU #23-34 - Kf1*	003167000002	490352082500	Frontier 1	SENE	34	28N	113W
CBU #27-34 - Kf1*	003170000002	490352096600	Frontier 1	NWNE	34	28N	113W
CBU #28-23	019704000001	490352112400	Frontier	NENW	23	28N	113W
CBU #29-14D	022455000001	490352115600	Frontier	SWNW	14	28N	113W
CBU #36-26	003172000001	490352097800	Frontier	SWSE	26	28N	113W
CBU #38-14-L	019705000001	490352113200	Frontier	SWSW	14	28N	113W
CBU #38-14-U (NCB)	019705000002	490352113200	Baxter	SWSW	14	28N	113W
CEDAR CREEK # 1-32	003181000001	490352099400	Baxter	NWNE	32	27N	113W
CEDAR CREEK # 2-33	001013000001	490352101200	Baxter	SESE	33	27N	113W
CEDAR CREEK # 7-33-M (SLB)*	001489000003	490352107100	Frontier	NENW	33	27N	113W
CEDAR CREEK # 7-33-U*	001489000001	490352107100	Baxter	NENW	33	27N	113W
CEDAR CREEK # 8-32-L (SLB)*	001490000001	490352105800	Frontier	SWNE	32	27N	113W
CEDAR CREEK # 8-32-U*	001490000002	490352105800	Baxter	SWNE	32	27N	113W
CEDAR CREEK #12-32	001491000001	490352106800	Baxter	SESE	32	27N	113W
CONNELLY A #1C-33-L Kf1 (SLB)*	003466000003	490350508400	Frontier 1	NWSW	33	27N	113W
CONNELLY A #1C-33-U (CC)*	003466000002	490350508400	Baxter	NWSW	33	27N	113W
CONNELLY B #1C-33-U (CC)*	003467000003	490350516800	Baxter	NWNW	33	27N	113W
CONNELLY B 1C-33	003467000004	490350516800	Frontier 1	NWNW	33	27N	113W
DRY BASIN # 1-08 (NCB)	001583000001	490352106900	Baxter	SWSW	8	28N	113W
ELBU #68-22	001645000001	490352108600	Frontier	SWSW	22	27N	112W
FFC 4-13	007987000001	490352080300	Muddy	NENE	13	27N	112W
FFC # 1-01	007983000001	490352063000	Muddy	SESE	1	27N	112W
FFC # 1-15 KF2-5TH (TGS)*	007977000002	490350539700	Frontier 2-5	NESW	15	27N	112W
FFC # 3-12-L*	007986000001	490352076500	Muddy	SESE	12	27N	112W
FFC # 3-12-M*	007986000003	490352076500	Frontier	SESE	12	27N	112W
FFC # 5-13	007988000001	490352082400	Muddy	NESE	13	27N	112W
FFC #11-14-U & L	007979000001	490352095600	Frontier	C NW	14	27N	112W
FFC #13-10	019703000001	490352112900	Frontier	SWSE	10	27N	112W
JORY HILL # 1-29-M (SLB)-Kf1*	019908000004	490352112700	Frontier 1	SENE	29	27N	113W
JORY HILL # 1-29-U *	019908000003	490352112700	Baxter	SENE	29	27N	113W
MILLS #1-22 (TT) - Kf1*	004426000002	490352053600	Frontier 1	SESE	22	28N	113W
NCB 4-23	019891000002	490352112100	Baxter	Lot 7	23	28N	113W
NCB #4-23 Kf/Kbax (CBU)	019891000001	490352112100	Frontier	Lot 7	23	28N	113W
NEW FORK MESA #1-15 (NCB)	001579000001	490352107000	Baxter	SESE	15	28N	113W
SLB # 2-28-L Kf1 *	005284000003	490352096100	Frontier 1	SWNW	28	27N	113W
SLB # 2-28-U (CC) *	005284000002	490352096100	Baxter	SWNW	28	27N	113W
SLB # 3-33-M*	005287000003	490352098400	Frontier 1	SWSW	33	27N	113W

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
SLB # 3-33-U (CC)*	005287000002	490352098400	Baxter	SWSW	33	27N	113W
SLB # 5-33-M*	001545000003	490352103100	Baxter	SWNE	33	27N	113W
SLB # 5-33-U (CC)*	001545000002	490352103100	Frontier 1	SWNE	33	27N	113W
SLB # 6-28-U (CC)*	005289000002	490352096200	Baxter	SWNE	28	27N	113W
SLB # 6-28-U-Kf1*	005289000003	490352096200	Frontier 1	SWNE	28	27N	113W
SLB # 7-28A-L Kf1*	005290000003	490352099600	Frontier 1	SWSW	28	27N	113W
SLB # 7-28A-U (CC)*	005290000002	490352099600	Baxter	SWSW	28	27N	113W
SLB # 8-33-L Kf1*	001546000003	490352104700	Frontier 1	SWNW	33	27N	113W
SLB # 8-33-U (CC)*	001546000002	490352104700	Baxter	SWNW	33	27N	113W
SLB # 9-33-L Kf1*	001549000003	490352107300	Frontier 1	SWSE	33	27N	113W
SLB # 9-33-U (CC)*	001549000002	490352107300	Baxter	SWSE	33	27N	113W
TD #2-10 (NCB)	019776000001	490352112600	Baxter	SESW	10	28N	113W
TD #3-15 (NCB)	019746000001	490352112200	Baxter	NWSW	15	28N	113W

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EXHIBIT C

1. Any and all contracts for the gathering, transportation, processing, and sale of any subject hydrocarbons produced from the Properties.

2. Farmout Agreement dated February 18, 1981, by and between Gulf Oil Corporation and Belco Petroleum Corporation (Contract No. K0032269).

3. Farmout Contract dated October 11, 1956, by and between The Carter Oil Company, Stanolind Oil and Gas Company and John L. Kemmerer Jr. (Contract No. K0032053).

277847

RECORDED March 23, 00 @ 9:05 A.M.
IN BOOK 114 O&G PAGE 504
FEES $12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Euston

Lake Ridge Unit

AMENDED ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL PERSONS BY THESE PRESENTS:

This Amended Assignment, Bill of Sale and Conveyance is in lieu of and replaces that certain Assignment, Bill of Sale and Conveyance from Chesapeake Mid-Continent Corp. to Noble Royalties, Inc., effective September 1, 1999, recorded in Book 112 O&G, Page 103 of the records of Sublette County, Wyoming. The purpose of this amended assignment is to correct the legal description on the Exhibit "A" as conveyed by that instrument.

WHEREAS, this Amended Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1999, at 7:00 a.m. Central Standard Time (the "Effective Time") is made by CHESAPEAKE OPERATING, INC. AS GENERAL PARTNER OF CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP successor in interest to Chesapeake Mid-Continent Corp., whose address is Post Office Box 18496, Oklahoma City, Oklahoma 73154-0496 (herein referred to as "Assignor") to

NOBLE ROYALTIES, INC.
13601 PRESTON RD., SUITE 1008W
DALLAS, TX 75240, (herein referred to as "Assignee").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, all of Assignor's interest in the following described properties and rights (herein collectively referred to as the "Interests"), **INSOFAR AND ONLY INSOFAR** as said Interests cover the well(s) and lease(s) described on the attached Exhibit "A":

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

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

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

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

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

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

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

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

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

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

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

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

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, **PROVIDED, HOWEVER, WITH RESPECT TO THE PERSONAL PROPERTY AND FIXTURES HEREIN CONVEYED ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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

All equipment and other personal property forming any part of the Properties is hereby transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and are sold "AS IS AND WITH ALL FAULTS AND DEFECTS" and "WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE". THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

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

EXECUTED, this 16th day of February, 2000, but effective for all purposes as of the Effective Time.

ASSIGNOR:

CHESAPEAKE OPERATING, INC. AS GENERAL PARTNER OF CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP
(successor in interest to Chesapeake Mid-Continent Corp.)

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

ASSIGNEE:

NOBLE ROYALTIES, INC.

By: _____
Name: Scott Noble
Title: President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 16th day of February, 2000, personally appeared Henry J. Hood, Senior Vice President -Land and Legal of Chesapeake Operating, Inc., General Partner of Chesapeake Exploration Limited Partnership successor in interest to Chesapeake Mid-Continent Corp., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

10-21-2001

STATE OF)
) SS:
COUNTY OF)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 29th day of February, 2000, personally appeared Scott Noble of Noble Royalties Inc., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

GWENDA G. FLEISHMAN
MY COMMISSION EXPIRES
September 25, 2000

s:\canrockandrockies\clearinghouseVol-162 amended

Sale 148C
Lot 162

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE BETWEEN **CHESAPEAKE OPERATING, INC. AS GENERAL PARTNER OF CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP SUCCESSOR IN INTEREST TO CHESAPEAKE MID-CONTINENT CORP.**, AS ASSIGNOR, AND **NOBLE ROYALTIES, INC.**, AS ASSIGNEE, AND DATED FEBRUARY 16, 2000, BUT EFFECTIVE AS OF SEPTEMBER 1, 1999 AT 7:00 A.M.

Lake Ridge Unit
Sections 26 and 27, Township 28 North, Range 115 West
Sublette County, Wyoming

LEASE NO:	H4900019A
LESSOR:	ORR-66
LESSEE:	Comdisco Inc.
DATE:	March 17, 1987
BOOK/PAGE:	
DESCRIPTION:	Township 28 North-Range 115 West Section 26: All; Section 27: NE/4;

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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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-142261

Lease Effective Date
(Anniversary Date)
August 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMurry Oil Company
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 29 North, Range 107 West, 6th P.M. Section 7: N/2NE/4 Section 8: NW/4 Section 9: N/2N/2 Section 10: N/2NW/4 Containing 480.00 acres, more or less Sublette County, Wyoming This Lease is subject to the Operating Agreement by and between the parties effective August 30, 1996	100.00%	50.00%	50.00%	None	None

277852

RECORDED March 23, 2000 10:05 AM
IN BOOK 114 OF G PAGE 508
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(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 TEXAS)
) ss
COUNTY OF Harris)

SUBSCRIBED AND SWORN to before me by S. D. Blossom as ATTORNEY-IN-FACT of AMOCO PRODUCTION COMPANY, on behalf of the company, this 28th day of FEBRUARY, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Frankie Barnes
Notary Public
Address:

FRANKIE BARNES
MY COMMISSION EXPIRES
September 23, 2000

S33935

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 28th day of February, 2000

AMOCO PRODUCTION COMPANY
Name of Assignor as shown on current lease
Please type or print

Assignor
or
Attorney-in-fact (Signature)
S.D. BLOSSOM (Signature)
ATTORNEY-IN-FACT
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 13th day of March, 2000

McMURRY OIL COMPANY

Assignee (Signature)
or John W. Martin, 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.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of March 2000, 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

SEAL

My commission expires: 11/30/2002

My Commission Expires 11/30/2002

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:
ANSCHUTZ WYOMING CORPORATION, with offices at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10) and other good and valuable consideration does hereby sell, assign, transfer, and convey unto the following named parties, hereinafter referred to as "Assignee," the undivided interest set out after the "Assignee" names listed below in and to the lands and leases specifically shown and set forth on Exhibit "A," together with all corresponding right, title, and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112
42.5% of 8/8ths

Lance Oil & Gas Company, Inc.
12200 N. Pecos Street
Denver, CO 80234
15% of 8/8ths

This Assignment is made without covenants of warranty, either expressed or implied, but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

This instrument executed this 29th of February, 2000.

ATTEST:

Pamela S. Kalstrom, Assistant Secretary

ANSCHUTZ WYOMING CORPORATION

Nancy E. Holtz, Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 29TH day of February, 2000, personally appeared before me Nancy E. Holtz, who, being by me duly sworn did say that she is the Assistant Vice President of Anschutz Wyoming Corporation and that said instrument was signed on behalf of said Corporation by authority of its by-laws, and said Nancy E. Holtz acknowledged to me that said Corporation executed the same.

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

Denise Papoi
Notary Public

My commission expires: 4/29/00

277871

RECORDED March 24 00 @ 3:20 PM
IN BOOK 114 Ot6 PAGE 511
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sweetin

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

[redacted]

W:\DOCS\01\VOL1\USERS\DPAPOI\Assignments\Wyoming.doc

[redacted]

[redacted]

[redacted] [redacted] [redacted]

PINEDALE #2767
WY-2767-00048

EXHIBIT A

LEASE SCHEDULE

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
206.46 acres, more or less

Recorded in Book 1130, Page 534, Sublette County Wyoming
David D. Maytag, et ux as Lessor

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W4812

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

Lease Serial No.

W-08592

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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

Type or print plainly in ink and sign in ink.

RECEIVED
CHEYENNE, WYOMING
99 OCT 27 AM 9:50
JEANNE WIEAT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 21: S/2S/2 Section 28: All Section 29: S/2N/2, S/2, S/2N/2N/2, NE/4NE/4NE/4 From surface of the earth to stratigraphic equivalent of 13,211', being 100' below the total depth drilled in the Stewart Point 3-28 Well, located in the NENW of Section 28, T33N-R109W, 6th P.M. Containing 1370.00 acres more or less, Sublette Co., Wyoming. 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. pursuant to the Purchase and Sale Agreement dated May 17, 1999.	42.50%	10.625% *	31.875%	None	5.50% of 8/8ths **

277962

RECORDED March 31, 00 @ 4:00 PM
IN BOOK 114 O+S PAGE 513
FEES $8.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

** ...3-28 wellbore Before Payout (refer to Assignment of Operating Rights effective 12-21-98.

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective NOV 01 1999

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

LAND LAW EXAMINER (Title)

FEB 02 2000 (Date)

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
)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

E. Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES MARCH 17, 2000

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

For geothermal transfers, an overriding royalty may not 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

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 20th day of October, 19 99

Questar Exploration and Production Company

Transferee G. L. Nordloh (Signature) **President/CEO**

or Attorney-in-fact
(Signature)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

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

W-98598

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-08589

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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

Type or print plainly in ink and sign in ink.

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

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
99 OCT 27 AM 9:00

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. Section 8: E/2, E/2W/2, SW/4SW/4 Section 17: NW/4, W/2NE/4, NE/4NE/4, SW/4, W/2SE/4, SE/4SE/4					**
From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M..	42.50%	15.9375%	26.5625%	-0-	5.50% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,126', being 100' below the total depth drilled in the Mesa 15-8 Well, located in the SWSE of Section 8, T32N-R109W, 6th P.M.	42.50%	10.625%	31.875%	-0-	5.50% of 8/8ths

277963

RECORDED March 31, 2000 9:00 AM
IN BOOK 114 PAGE 515
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Bates

Containing 1080 acres more or less, Sublette Co., Wyoming.

This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc.

* 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 1-3-98 from Questar Exploration and Production Company to Ultra Resources Inc. pursuant to the Purchase and Sale Agreement dated May 17, 1999.

** Except as to Mesa 15-8 wellbore Before Payout (refer to Assignment of Operating Rights dated 1-3-98

FOR ASSIGNEE

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

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective NOV 01 1999

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

LAND LAW EXAMINER (Title)

FEB 01 2000 (Date)

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
)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 Oct day of 11, 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 20th day of October, 19 99

Questar Exploration and Production Company

Transferee

or G. L. Nordloh (Signature) President/CEO

Attorney-in-fact

(Signature)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

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

DEED, ASSIGNMENT, AND BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Cox Company, (also known as Cox Company), a Montana general partnership (whose sole partners are Leslie C. Cox, Sherry Cox (also known as Sherry Cox Dupee), Richard L. Cox, Scott W. Cox, and Shaun D. Cox), of 2812 1st Avenue North, P.O. Box 2015, Billings, Montana 59103, Richard L. Cox, of P.O. Box 2015, Billings, MT 59103, Scott W. Cox, of 2837 S. 64th St. West, Billings, MT 59106, and Shaun D. Cox, of 3308 Reimers Park Dr., Billings, MT 59102 (collectively the "Grantors"), hereby grant, bargain, sell, convey and quit claim unto Cox Minerals, LLC, a Montana limited liability company, of 2812 1st Avenue North, P.O. Box 2015, Billings, Montana 59103-2015 (the "Grantee"), all of the Grantors' right, title, interest and estate, whether real, personal or mixed, including, but without thereby limiting the foregoing, all mineral interests, oil, gas and/or mineral leases, communitization and unit agreements, royalties, overriding royalties, working interests and production payments of any nature or kind in and to the following real property situated in

Sublette County, Wyoming:			*Mineral Acres*	*Gross Acres*	*Cox Minerals File #*
Township 27 N, Range 112 W					
Section 20	LOTS 3,4				
Section 21	LOTS 1,7,8,9,10,11				
Section 9	LOTS 1,2,3				
		1.000000% Override Royalty	0	0	76-2184-1
Township 27 N, Range 112 W					
Section 17	W½NW¼, SE¼NW¼, S½, SW¼NE¼				
Section 20	LOT 6, SW¼SW¼, N½SW¼, NW¼, W½NE¼				
Section 4	SW¼SW¼				
Section 5	SW¼, W½SE¼, SE¼SE¼, S½NW¼, LOT 4				
Section 6	LOTS 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼				
Section 8	SE¼, W½NE¼, W½				
Section 9	SW¼SW¼				
		1.250000% Override Royalty	0	0	8-2132-1

together with any and all other rights and interests similar in nature (even though improperly described or omitted from this instrument or any Exhibits hereto), which Grantors may own in Sublette County, Wyoming.

This instrument is made and accepted subject to all valid and existing agreements, contracts, rights-of-way, easements, operating agreements and other instruments affecting the properties or pertaining to operations thereunder or thereon; and is made without any warranties, express or implied.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

Each Grantor hereby agrees to execute and furnish to the Grantee such additional documents, and to take such additional actions and make further assurances, as may be necessary to effectuate the intent of this instrument.

IN WITNESS WHEREOF, each partner of The Cox Company and each other Grantor under this instrument has executed this instrument as of the date appearing opposite his or her name, but effective for all purposes as of January 1, 2000 at 12:01 a.m.

Leslie C. Cox, as partner of The Cox Company — 1-26 ,2000 Dated

Sherry Cox, as partner of The Cox Company
Sherry Cox, also known as Sherry Cox Dupee — 2-3 ,2000 Dated

Richard L. Cox, as partner of The Cox Company

Richard L. Cox, individually — 1/20 ,2000 Dated

Scott W. Cox, as partner of The Cox Company

Scott W. Cox, individually — 1/20 ,2000 Dated

Shaun D. Cox, as partner of The Cox Company

Shaun D. Cox, individually — 1-20 ,2000 Dated

277971

RECORDED March 31, 00 @ 4:45 pM
IN BOOK 114 046 PAGE 517
FEES $ 8.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

STATE OF WASHINGTON)
: ss.
County of Jefferson)

On this 26 day of January, 2000, before me, a Notary Public for the State of Washington, personally appeared Leslie C. Cox, as a partner of The Cox Company, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

(SEAL)

LESLIE FREITAS
Commission Expires
NOTARY
PUBLIC
DEC. 4, 2002
STATE OF WASHINGTON

Leslie Freitas
Notary Public for the State of Washington
Residing at Chemacum
My commission expires: 12/4/2002
LESLIE FREITAS

STATE OF CALIFORNIA)
: ss.
County of San Diego)

On this 3 day of February, 2000, before me, a Notary Public for the State of California, personally appeared Sherry Cox, as a partner of The Cox Company, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

(SEAL)

DONALD C. SMITH
Commission # 1202968
Notary Public - California
San Diego County
My Comm. Expires Nov 23, 2002

Donald C. Smith
Notary Public for the State of California
Residing at Encinitas
My commission expires: Nov. 23, 2002

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on January 20, 2000 by Richard L. Cox, and Scott W. Cox, and Shaun D. Cox as partners of The Cox Company and individually.

(SEAL)

SEAL
STATE OF MONTANA

Neil Eckardt
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires: 3-1-02

END *END*

When recorded, please return to:
Cox Minerals, LLC
P.O. Box 2015
Billings, MT 59103

519

DEED, ASSIGNMENT, AND BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leslie C. Cox and Janet T. Cox, husband and wife, of 670 Hudson Place, Port Townsend, WA 98368, and Sherry Cox, a single woman (also known as Sherry Cox Dupee), of 1920 Ritchie Road, Christina Lake, British Columbia, Canada VOH-1E2 (collectively the "Grantors"), hereby grant, bargain, sell, convey and quit claim unto Cox Minerals, LLC, a Montana limited liability company, of 2812 1st Avenue North, P.O. Box 2015, Billings, Montana 59103-2015 (the "Grantee"), all of the Grantors' right, title, interest and estate, whether real, personal or mixed, including, but without thereby limiting the foregoing, all mineral interests, oil, gas and/or mineral leases, communitization and unit agreements, royalties, overriding royalties, working interests and production payments of any nature or kind in and to the following real property situated in

Sublette County, Wyoming:		***Mineral Acres***	***Gross Acres***	***Cox Minerals File #***
Township 27 N, Range 112 W				
Section 20	LOTS 3,4			
Section 21	LOTS 1,7,8,9,10,11			
Section 9	LOTS 1,2,3			
	1.000000% Override Royalty	0	0	76-2184-1
Township 27 N, Range 112 W				
Section 17	W½NW¼, SE¼NW¼, S½, SW¼NE¼			
Section 20	LOT 6, SW¼SW¼, N½SW¼, NW¼, W½NE¼			
Section 4	SW¼SW¼			
Section 5	SW¼, W½SE¼, SE¼SE¼, S½NW¼, LOT 4			
Section 6	LOTS 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼			
Section 8	SE¼, W½NE¼, W½			
Section 9	SW¼SW¼			
	1.250000% Override Royalty	0	0	8-2132-1

together with any and all other rights and interests similar in nature (even though improperly described or omitted from this instrument or any Exhibits hereto), which Grantors may own in Sublette County, Wyoming, **with the specific exception of any and all override royalty interests which the said Leslie C. Cox and Sherry Cox may own in USA Lease W-020123 and USA Lease W-020123-A, which the Grantors, Leslie C. Cox and Sherry Cox, except and reserve unto themselves, their heirs, successors and assigns, forever.**

This instrument is made and accepted subject to all valid and existing agreements, contracts, rights-of-way, easements, operating agreements and other instruments affecting the properties or pertaining to operations thereunder or thereon; and is made without any warranties, express or implied.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

Each Grantor hereby agrees to execute and furnish to the Grantee such additional documents, and to take such additional actions and make further assurances, as may be necessary to effectuate the intent of this instrument.

IN WITNESS WHEREOF, each partner of The Cox Company and each other Grantor under this instrument has executed this instrument as of the date appearing opposite his or her name, but effective for all purposes as of January 1, 2000 at 12:01 a.m.

Leslie C. Cox — 3·14 ,2000 Dated

Janet T. Cox, spouse of Leslie C. Cox — 3·14 ,2000 Dated

Sherry Cox, also known as Sherry Cox Dupee — 3·20 ,2000 Dated

277972

RECORDED March 31,00 10 4:45PM
IN BOOK 114 O+G PAGE 519
FEES $8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

STATE OF WASHINGTON)
: ss.
County of Jefferson)

On this 19th day of March, 2000, before me, a Notary Public for the State of Washington, personally appeared Leslie C. Cox, and Janet T. Cox, spouse of Leslie C. Cox, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

(SEAL)

VICKIE LOWRIE
Commission Expires
NOTARY
PUBLIC
FEB. 15, 2002
STATE OF WASHINGTON

Vickie Lowrie
Notary Public for the State of Washington
Residing at Port Townsend
My commission expires: 2-15-2002

STATE OF CALIFORNIA)
: ss.
County of San Diego)

On this 20 day of March, 2000, before me, a Notary Public for the State of California, personally appeared Sherry Cox, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

(SEAL)

DONALD C. SMITH
Commission # 1202968
Notary Public - California
San Diego County
My Comm. Expires Nov 23, 2002

Donald C. Smith
Notary Public for the State of California
Residing at Encinitas California
My commission expires: Nov. 23, 2002

END ***END*** ***END***

When recorded, please return to:
Cox Minerals, LLC
P.O. Box 2015
Billings, MT 59103

LEASE NO.: WY-0291-00
PARCEL NO.: 99-00636
FUND: C.S.

277976

RECD April 3 00 @ 9:15 AM
IN BOOK 114 OG PAGE 321
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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**:

Contex Energy Company

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. 34 N., Rg. 110 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: _____
Gary Butler, President of Contex Energy Company
Address: 1645 Court Place, Suite 212

City: Denver State: CO Zip: 80202

Telephone No. (303) 623-3444

[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.

(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.

99 NOV 22 AM 11 24

52.4

[redacted]

WY-0301-00 J. Jones

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-149725

Lease Effective Date
(Anniversary Date)
February 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, CO 80202

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 19: Lots 1, 2, NE, E2NW Section 20: All Section 21: All containing 1,575.36 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

277977

RECORDED April 3, 00 10 9:15 A.M.
IN BOOK 114 Otg PAGE 524
FEES $ 8.00 M. Lou [illegible] CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soaton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of March, 2000.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10105 W. Arbor Place
Littleton, CO 80127

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6th day of March, 2000

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 7th day of March, 2000

HS Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact Janet W. Pasque (Signature)

JANET W. PASQUE, V.P. - LAND

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

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

*U.S. GPO: 1998-774-004/41005

526

WY-0302-00
Si Sonak

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-149726

Lease Effective Date
(Anniversary Date)
February 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, CO 80202

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 27: SW Section 34: N2NW, SWNW containing 280.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

277978
RECORDED April 3, 00 19 9:15 AM
IN BOOK 114 OR 6 PAGE 526
FEES 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lockhart

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of March, 2000.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6th day of March ,20 00

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney--in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 7th day of March ,20 00

HS Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact Janet W. Pasque (Signature)

JANET W. PASQUE,
V.P.-LAND

JWP

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

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

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

528

Form 3000-3
(January 1996)

WY-0303-00
SJ Jamak

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

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)

Lease Serial No.
WYW-149727

Lease Effective Date
(Anniversary Date)
February 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, CO 80202

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 28: All containing 640.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

277979
RECORDED April 3, 00 @ 9:15AM
IN BOOK 114 016 PAGE 528
FEES $2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of March, 2000.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of March ,20 00

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor (Signature) Gary Butler, President

or
Attorney–in-fact (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 7th day of March ,20 00

HS Resources, Inc.

Assignee (Signature)

or
Attorney-in-fact Janet W. Pasque (Signature)

JANET W. PASQUE,
V.P. – LAND

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

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

530

WY-0304-00
Sonak

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-149728

Lease Effective Date
(Anniversary Date)
February 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, CO 80202

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This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

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Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 31: Lots 1-4, E2, E2W2 Section 32: All containing 1,236.08 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

277980

RECORDED April 3, 00 @ 9:15 A.M.
IN BOOK 114 O+G PAGE 530
FEES $ 8.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zoeter

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of March, 2000.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6th day of March, 20 00

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 1st day of MARCH, 20 00

HS Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact _____ (Signature)

JANET W. PASQUE, V.P. - LAND

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

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

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

532

WY-0305-00 S. Jonah

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-149729

Lease Effective Date
(Anniversary Date)
February 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, CO 80202

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 33: All containing 640.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

277981

RECORDED April 3, 00 at 9:15a M
IN BOOK 114 O+G PAGE 532
FEES $ 8.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of March, 2000.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6th day of March ,20 00

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor [signature] (Signature) Gary Butler, President

or
Attorney-in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 7th day of March ,20 00

HS Resources, Inc.

Assignee _____ (Signature)

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

JANET W. PASQUE, V.P. -LAND ATP

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

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

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

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

277987

RECORDED April 3, 00 @ 4:20PM
IN BOOK 114 O+G PAGE 534
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Laster

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of March 1, 2000, from Starwood, Inc., a Texas corporation ("Starwood"), 100 Elk Run Drive, Suite 215, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas leases (hereinafter referred to as the "Subject Leases") described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Subject Leases as provided herein, but only to the extent that the Subject Leases cover the lands described on Exhibit "A".

NOW THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title and interest in and to the Subject Leases, but only to the extent that they cover the lands described on the attached Exhibit "A".

EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases as of the Effective Date of this Assignment and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Leases (the "Overriding Royalty"). The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to each of the Subject Leases. Such Overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Leases. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no

obligation, express or implied to the Overriding royalty owners to explore or develop the Subject Leases. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Leases, whether by Assignee or an entity affiliated by organization or contract.

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. That certain Letter Agreement dated March 23, 2000, by and between ASSIGNOR and ASSIGNEE ("Letter Agreement");

2. The terms and provisions of the Subject Leases including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of this Assignment;

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

4. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Leases.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of March 1, 2000.

ASSIGNOR:

STARWOOD, INC.

By: _____
Don R. Holloway
Its: President

STATE OF COLORADO §
§
COUNTY OF Pitkin §

The foregoing instrument was acknowledged before me this 29th day of March, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Rebecca S. McDaniel
NOTARY PUBLIC, State of Colorado

My Commission Expires:

2/19/2003

Rebecca S. McDaniel
(Printed Notary Name)

After recording, return to Grantee's Address:

Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, Texas 78209
Attn: Chrissy Vance
Land Manager

EXHIBIT "A"
to that certain Assignment of Oil and Gas Leases effective
March 1, 2000 from Starwood, Inc. to Aztec Energy Corporation

Sublette County, Wyoming

1.
Date: 03/01/97 (eff. 6/21/97)
Lessor: Grindstone Cattle Co., & James M. Miller
Lessee: Starwood, Inc.
Record: Bk 104, P 685
Lands: Township-31-North, Range-111-West
Sec. 11: S/2NE/4, SE/4
Sec. 12: S/2N/2, S/2
Sec. 13: N/2N/2

Township-31-North, Range-110-West
Sec. 7: Lots 3, 4, SE/4SW/4
Sec. 17: NW/4NE/4, S/2NE/4
NE/4SW/4, SW/4SW/4,
SW/4SE/4
Sec. 18: Lot 1, NE/4NW/4, NW/4NE/4
S/2NE/4, NE/4SE/4
Sec. 20: NW/4NE/4, NE/4NW/4

2.
Date: 09/06/97
Lessor: Robert M. Miller, et ux
Lessee: Starwood, Inc.
Record: Bk. 105, P. 537
Lands: Same as Lease 1. above

3.
Date: 09/06/97
Lessor: Kathleen A. Miller
Lessee: Starwood, Inc.
Record: Bk. 105, P. 307
Lands: Same as Lease 1. above

4.
Date: 09/06/97
Lessor: Shad Z. Roberts, et ux
Lessee: Starwood, Inc.
Record: Bk. 105, P. 523
Lands: Same as Lease 1. above

5.
Date: 09/06/97
Lessor: Matthew D. Miller, et ux
Lessee: Starwood, Inc.
Record: Bk. 105, P. 528
Lands: Same as Lease 1. above

6.
Date: 09/06/97
Lessor: Estate of Mildred M. Miller
Lessee: Starwood, Inc.
Record: Bk. 105, P. 533
Lands: Same as Lease 1. above

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain Oil and Gas lease, dated February 22, 2000 from Leslie F. Wilcox and Sharon L. Wilcox, husband and wife, as Lessors, to Aztec Energy Corporation, as Lessee, recorded in Book 113, Page 493, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Aztec Energy Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Leslie F. Wilcox and Sharon L. Wilcox, husband and wife, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Aztec Energy Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

Credit To:	Address:	Amount:
Leslie F. Wilcox and Sharon L. Wilcox, husband and wife	P O Box 1458 Pinedale, Wyoming 82941	$2,320.80

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 14th day of March, 2000.

x Leslie F. Wilcox
Leslie F. Wilcox

x Sharon L. Wilcox
Sharon L. Wilcox

LUANNE S. FREEMAN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 07-11-02

(Seal)
(Seal)
(Seal)
(Seal)

277988

RECORDED April 3, 00 10 4:20PM
IN BOOK 114 O+G PAGE 539
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING

640

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 14th day of March 2000, personally appeared Leslie J. Wilcox and Sharon L. Wilcox, 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 07-11-02

Debbie L. Freeman
Notary Public.

Address: PO Bx 173 Cora 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)

Address: _____

My Commission expires _____

[redacted]

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] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order from Leslie F. Wilcox and Sharon L. Wilcox, h/w, to Aztec Energy Corporation, as Lessee, covering that certain February 22, 2000 Oil and Gas Lease.

<u>Township 31 North, Range 110 West, 6th P.M.</u>

Section 4:	W/2 SW
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2NE
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW, and all accretion and riparian rights thereto.

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification

X Leslie F. Wilcox
Leslie F. Wilcox

X Sharon L. Wilcox
Sharon L. Wilcox

542

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by HS RESOURCES, INC., whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said HS RESOURCES, INC., hereinafter called "Assignee", its successors and assigns, the following Oil and Gas Lease, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said lease covers the lands identified and described therein situated in Sublette County, Wyoming, to wit:

Lessor:	State of Wyoming, Lease No. 99-00636
Lessee:	Contex Energy Company
Dated:	November 2, 1999
Recorded:	Filed in the records of the State of Wyoming, Office of State Lands and Investments
Covering:	TOWNSHIP 34 NORTH, RANGE 110 WEST, 6th P.M. Section 36: All containing 640.00 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the Wyoming Office of State Lands and Investments, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 2nd day of February, 2000.

277992

RECORDED April 3, 2000 @ 4:55pm
IN BOOK 114 OR6 PAGE 542
FEES $16.00 Mary L. Hill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Green

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 2nd day of February, 2000.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

WY-0291-00

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-02249-00

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

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

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

Lease Serial No.
WYW118150

Lease effective Date
(Anniversary Date)
12/1/1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee * HS Resources, Inc.
   Street 1999 Broadway, Suite 3600
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	d	e	f
Township 27 North, Range 108 West, 6th P.M. Section 29: S/2 Section 30: Lots 1-4, E/2, E/2W/2 (All) Section 31: Lots 1-4, E/2, E/2W/2 (All) Section 32: S/2 Sublette County, Wyoming	70%	21%	49%	None	None

278052

RECORDED April 7 00 at 8:22 AM
IN BOOK 114 016 PAGE 543
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Cooley

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 from.

Assignment approved effective _____

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

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

544

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 minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 17th day of March, 2000.

Name of Assignor as shown on current lease: Westport Oil and Gas Company, Inc.

Assignor or Attorney in-fact: David R. Dix, Attorney-in-Fact

410 17th Street, Suite 2300
(Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

Executed this 24th day of March, 2000.

Assignee or Attorney-in-Fact: for HS Resources, Inc.

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.

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 17th day of March, 2000, before me personally appeared **David R. Dix**, who, being by me duly sworn, did say that he is the **Attorney-in-Fact** of **Westport Oil and Gas Company, Inc.**, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said **David R. Dix** acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My Commission Expires: 12/3/2001

CHERYL A. CHARLES NOTARY PUBLIC STATE OF COLORADO

Cheryl A. Charles

Notary Public
410 17th Street, Suite 2300
Denver, CO 80202

546

ASSIGNMENT AND BILL OF SALE

278077

11:30 A

RECORDED April 10 19 2000 M
IN BOOK 114 D+P PAGE 546
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Debbie Page

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

HUNT OIL COMPANY, whose address is 1445 Ross at Field, Dallas, Texas 75202-2785, and **McMURRY OIL COMPANY**, whose address is P. O. Box 220, Casper, Wyoming 82602 (herein collectively "Assignors"), for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER without warranty, either express or implied unto **CROWN OIL & GAS COMPANY, INC.**, whose address is 152 Calpet Road, P. O. Box 519, Big Piney, Wyoming 83113 ("Assignee") all of Assignors' right, title and interest in the following described properties, rights and interests (the "Assets"):

A. The oil and gas lease set forth on Exhibit "A" attached hereto (the "Lease") insofar and only insofar as said Lease covers the lands and depths described on Exhibit "A";

B. The well (whether producing or non-producing), lease and surface equipment, personal property, facilities, fixtures, and appurtenances used or related to the Lease; SAVE AND EXCEPT that certain Easement for Gas Pipeline dated October 2, 1986 No. 4586, Bird Canyon, from the State of Wyoming to Terra Resources, Inc., now owned by Hunt Oil Company, which easement is located as more particularly described in said Easement and the pipeline and all other equipment appurtenant to said pipeline; and

C. The oil, natural gas, liquids or condensate inventory, including "line fill" and inventory below the pipeline connection in tanks as of 7 a.m., local time, March 1, 1999 (the "Effective Date").

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made with warranty of title, by, through and under Assignors, but not otherwise. ALL EQUIPMENT, WELLS AND PERSONAL PROPERTY ARE SOLD AS IS, WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY DENIED.

Assignee hereby assumes and agrees to be bound by all the terms and conditions of the Lease. Assignee further assumes its proportionate share of the plugging and abandonment and surface restoration obligations affecting all the lands set forth in Exhibit "A" in accordance with all applicable rules and regulations.

Assignors retains all duties, responsibilities, obligations and liabilities as owner of the Properties accruing prior to the Effective Date (as hereinafter defined) and agrees to indemnify, defend and hold harmless Assignee from any and all liabilities therefore. Likewise, Assignee assumes all duties, responsibilities, obligations and liabilities as owner of the Properties accruing after the Effective Date and agrees to indemnify, defend and hold harmless Assignors from any and all liabilities therefore.

Assignors shall be entitled to all proceeds accruing to the Properties prior to the Effective Date and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the

[redacted] [redacted] [redacted]

Properties prior to the Effective Date. Assignee shall be entitled to all proceeds accruing to the Properties after the Effective Date and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the Properties after the Effective Date. All ad valorem taxes shall be prorated between Assignors and Assignee as of the Effective Date.

Assignors agrees to execute, acknowledge where necessary and deliver unto Assignee all such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other acts and things as may be necessary more fully to grant, convey and assign unto Assignee the rights, interest and properties conveyed hereby or intended so to be.

IN WITNESS WHEREOF, this Assignment and Bill of Sale has been executed and delivered effective for all purposes, as of 7:00 o'clock a.m. local time at the locations of the Properties, on March 1, 1999 (the "Effective Date").

ASSIGNORS:

HUNT OIL COMPANY

By: _____
Thomas J. Reed
Vice President

McMURRY OIL COMPANY

By: _____
Printed Name: John W. Martin
Title: President

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____
David W. Neher
President

Signature Page attached to and made a part of this Assignment and Bill of Sale between Hunt Oil Company and McMurry Oil Company, as Assignors, and Crown Oil & Gas Company, Inc., as Assignee, covering certain land in Sublette County, Wyoming.

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by Thomas J. Reed, as Vice President of **HUNT OIL COMPANY**, this 24th day of June, 1999.

WITNESS my hand and official seal.

My Commission Expires:

05/26/03

Cleta Sander
Notary Public

Cleta Sander
Notary Public, State of Texas
My Comm. Expires 05/26/03

STATE OF Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by John W. Martin, President of **McMURRY OIL COMPANY**, this 14th day of July, 1999.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires 11/30/2002

Notary Public

STATE OF Wyoming §
§
COUNTY OF Sublette §

The foregoing instrument was acknowledged before me David W. Neher, President of **CROWN OIL & GAS COMPANY, INC.**, this 20th day of August, 1999.

WITNESS my hand and official seal.

My Commission Expires:

4-9-2002

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

Sallie Waters
Notary Public

Acknowledgment Page attached to and made a part of this Assignment and Bill of Sale between Hunt Oil Company and McMurry Oil Company, as Assignors, and Crown Oil & Gas Company, Inc., as Assignee, covering certain land in Sublette County, Wyoming.

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of the Assignment and Bill of Sale
from Hunt Oil Company and McMurry Oil Company
to Crown Oil Company dated effective March 1, 1999

LEASE:	P53421-00
LESSOR:	WYOMING STATE LEASE #72-28069
LESSEE:	BETTY B. SHAFFER
LEASE DATE:	NOVEMBER 13, 1972
DESCRIPTION:	T27N-R111W SECTION 16: SE4, SW4* SUBLETTE COUNTY, WYOMING

*Hunt Oil Company owns from the surface to 10,707 feet below the surface and McMurry Oil Company owns from the surface to 10,550 feet below the surface.

278078

RECORDED April 18 1999 11:30A M
IN BOOK 114 Misc PAGE 550
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, BIG PINEY, WYOMING
By Deb Peck Deputy

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of December 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from SOVEREIGN INVESTMENTS INC., a U.S. Corporation having an address of Suite 200 - 455 Granville Street, Vancouver, B.C. V6C TT1 Canada ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

[redacted] [redacted] [redacted]

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

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

ASSIGNOR:

SOVEREIGN INVESTMENTS INC.

By: _____
DAVID M. MERCIER, PRESIDENT

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____
David W. Neher
President

ACKNOWLEDGMENTS

PROVINCE
STATE OF BRITISH COLUMBIA)
) ss
COUNTY OF VANCOUVER)

Before me, the undersigned authority, on this 17th day of December, 1999, personally appeared DAVID M. MERCIER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such PRESIDENT.

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

My commission expires:
AT HER MAJESTIES
PLEASURE

Notary Public
GEORGE R BRAZIER
Barrister & Solicitor NOTARY PUBLIC
10th FLOOR - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 29th day of December, 1999, personally appeared DAVID W. NEHER, as President of CROWN OIL & GAS COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

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

My commission expires:
NOV. 08, 2003

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between _____, Assignor And Crown Oil & Gas Company, Inc., Assignee, Dated Effective December 1, 1999.

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**	*270232*
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**	*801448*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	
Lessor:	**USA WYW-54136**	*801449*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming	

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the **wellbore only of the Bird Canyon Federal #30-15** well described above with all other rights being reserved and retained by Assignor.

554

278079

11:30A
RECORDED April 12 TO 3:00 M
IN BOOK 114 Misc PAGE 554
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Linda Page

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of December 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from HERBALY PETROLEUM CORP., a Colorado corporation having an address of 1515 Arapahoe St. #1350, Denver, Colorado 80202 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

[redacted] [redacted] [redacted]

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

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

ASSIGNOR:

HERBALY PETROLEUM CORP.

By: David L. Herbaly

Vice President

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: David W. Neher

David W. Neher
President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned authority, on this 31st day of December, 1999, personally appeared DAVID L. HERBALY, as Vice President of HERBALY PETROLEUM CORP., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

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

My commission expires:
8-6-02

Leanne M. Howell
Notary Public

LEANNE M. HOWELL NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Before me, the undersigned authority, on this 24th day of December, 1999, personally appeared DAVID W. NEHER, as President of CROWN OIL & GAS COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

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

My commission expires:
Nov. 08, 2005

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 08, 2005

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between Herbaly Petroleum Corp. *, Assignor And Crown Oil & Gas Company, Inc., Assignee, Dated Effective December 1, 1999.*

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**	*270232*
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**	*801448*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	
Lessor:	**USA WYW-54136**	*801449*
Lease Date:		
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming	

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the **wellbore only of the Bird Canyon Federal #30-15** well described above with all other rights being reserved and retained by Assignor.

558

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW148563

Lease Effective Date
(Anniversary Date)
08/01/99

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee***
Street
City, State, ZIP Code

BELCO ENERGY I L.P.
5735 PINELAND, SUITE 300
DALLAS, TX 75231

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 29N, RGE 106W, 6TH PM SEC 23: ALL SEC 24: N/2, SW/4, SE/4SE/4 SEC 25: E/2NE/4, N/2NW/4, NE/4SW/4, S/2SW/4, SE/4 SEC 26: N/2, SW/4, N/2SE/4, SW/4SE/4 SEC 35: N/2NW/4, SW/4NW/4, NW/4SW/4 CONTAINING 2360.00 AC M/L SUBLETTE COUNTY, WY	50%	25%	25%	NONE	NONE

278082

RECORDED April 12, 00 at 2:50 PM
IN BOOK 114 O+G PAGE 558
FEES $ 8.00 Mum COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baden

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
2000 JAN -3 AM 9 00

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

FOR ASSIGNEE

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

[X] Assignment approved for above described lands;

Assignment approved effective FEB 01 2000

[ ] 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 — MAR 15 2000
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11TH DAY OF NOVEMBER, 1999.

LOUISE R. WARNER
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 08-15-2000

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 17th day of December, 1999, personally appeared Gary Byrd, Vice President - Land of BELCO ENERGY CORP., a Nevada corporation, acting as General Partner of BELCO ENERGY I L.P., a Delaware Limited Partnership, and on behalf of said partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission expires
02/10/03

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

Notary Public in and for State of Texas

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact (Signature) Tom L. Dodds
TOM L. DODDS, VICE PRESIDENT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Assignee or Attorney-in-fact BELCO ENERGY I L.P.
(Signature) Gary Byrd
Gary S. Byrd
V.P. Land
(Signature)

BURDEN HOURS STATEMENT

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

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

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

560

RECORDED April 10,00 @ 3:05P M
IN BOOK 114 O+G PAGE 560
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorensen

ASSIGNMENT OF OIL AND GAS LEASE

278083

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED this 18th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273825

1:15 P
RECORDED June 14 1999 M
IN BOOK 117 S+G PAGE 642
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pope

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 18th day of November, A.D. 1998, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of November, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Elvin L. Booth and Jacqueline M. Booth, husband and wife	Loma Energy Corp.	Township 35 North, Range 113 West, 6th P.M. 34: NE1/4 35: NW1/4	Sublette County	Wyoming	2-16-98	2-16-98	109/550 11-20-98

[redacted]

[redacted]

[redacted]

501

562

RECORDED April 10,00 19 3:05pM
IN BOOK 114 016 PAGE 562
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacco

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

278084 KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED this 12th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273826

1:15 P
RECORDED June 19 19 99 M
IN BOOK 111 046 PAGE 644
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Page

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 12th day of November, A.D. 1998, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of November, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
[redacted] Janice R. Luhn, a widow	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 1: Lots 3(39.20), 4(38.88), S1/2NW1/4 2: Lots 1(38.62), 2(38.43), S1/2NE1/4	Sublette County	Wyoming	3-1-98	3-1-98	109/557 11-20-98

563

564

10064

06

RECORDED April 10, 2019 3:05 PM
IN BOOK 114 O+G PAGE 564
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

278085

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED this 12th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

273827 1:15 P

RECORDED June 19 1999 M
IN BOOK 117 O+G PAGE 646
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 12th day of November, A.D. 1998, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of November, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

Horse Creek 75875-002

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Jack L. Foote, Grover L. Foote, and Gretchen A. McCleary, all married persons dealing in their sole and separate property	Loma Energy Corp.	Township 34 North, Range 113 West, 6th P.M. 1: Lots 3(39.20), 4(38.88), S1/2NW1/4 2: Lots 1(38.62), 2(38.43), S1/2NE1/4	Sublette County	Wyoming	3-1-98	3-1-98	110/154 1-4-99

Dep-94757

565

566

AFFIDAVIT OF PRODUCTION

AFFIANT, RODNEY G. MELLOTT, being first duly sworn, upon oath deposes and says:

THAT he is Vice President – Land for TOM BROWN, INC., 555 17th Street, Suite 1850, Denver, Colorado, 80202-3198.

THAT Tom Brown, Inc. owns a leasehold interest in the following described oil and gas lease (the "Subject Lease"):

Serial Number:	W-54471
Date of Lease:	September 1, 1976
Lessor:	United States of America
Lessee:	Angelo J. Liberatore
Legal Description:	Township 28 North, Range 112 West, 6th P.M. Section 35: Lots 1, 2, 3, SE/4NE/4, E/2SE/4, SW/4SE/4 Sublette County, Wyoming Containing 209.45 acres, more or less

THAT Tom Brown, Inc. operates the following described well(s) located on the Subject Lease or on lands pooled or communitized therewith:

Yose Cattle Company 40-35
Township 28 North, Range 112 West
Section 35: SE/4
Sublette County, Wyoming

THAT the above described well(s) was/were drilled, completed and capable of producing oil, gas and associated hydrocarbons before the end of the primary term of the Subject Lease and that the above described well(s) has/have produced continuously pursuant to the terms of the Subject Lease since the end of the primary term of the Subject Lease. The Subject Lease is therefore held by production.

FURTHER AFFIANT sayeth not.

Rodney G. Mellott

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 3rd day of April, 2000 by Rodney G. Mellott.

Witness my hand and official seal.

My Commission Expires:

4/6/2002

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

278098

RECORDED April 10, 00 @ 4:45 PM
IN BOOK 114 O+G PAGE 566
FEES $16.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

AFFIDAVIT OF PRODUCTION

AFFIANT, RODNEY G. MELLOTT, being first duly sworn, upon oath deposes and says:

THAT he is Vice President – Land for TOM BROWN, INC., 555 17th Street, Suite 1850, Denver, Colorado, 80202-3198.

THAT Tom Brown, Inc. owns a leasehold interest in the following described oil and gas lease (the "Subject Lease"):

Serial Number:	W-35398
Date of Lease:	July 1, 1972
Lessor:	United States of America
Lessee:	Helen M. Donaldson
Legal Description:	Township 27 North, Range 111 West Section 8: SW/4SE/4 Section 17: NE/4 Sublette County, Wyoming Containing 200.00 acres, more or less

THAT Tom Brown, Inc. operates the following described well(s) located on the Subject Lease or on lands pooled or communitized therewith:

Federal 20-17
Township 27 North, Range 111 West
Section 17: NE/4
Sublette County, Wyoming

THAT the above described well(s) was/were drilled, completed and capable of producing oil, gas and associated hydrocarbons before the end of the primary term of the Subject Lease and that the above described well(s) has/have produced continuously pursuant to the terms of the Subject Lease since the end of the primary term of the Subject Lease. The Subject Lease is therefore held by production.

FURTHER AFFIANT sayeth not.

Rodney G. Mellott

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 3rd day of April, 2000 by Rodney G. Mellott.

Witness my hand and official seal.

My Commission Expires:
4/3/2000

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

278099

RECORDED April 10,00 at 9:45 AM
IN BOOK 114 046 PAGE 567
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scates

Sublett County, Wyoming

ASSIGNMENT WITH RESERVATION OF PRODUCTION PAYMENT AND NOTICE OF OPTIONS TO REPURCHASE

THIS ASSIGNMENT WITH RESERVATION OF PRODUCTION PAYMENT AND NOTICE OF OPTIONS TO REPURCHASE (this "*Assignment*") dated as of December 15, 1999, but effective as of the Effective Time (as defined below), is from **EOG Resources Acquisitions L.P.**, a Delaware limited partnership, whose address for notices is c/o EOG Resources, Inc., 1200 Smith Street, Suite 300, Houston, Texas 77002 ("*Assignor*"), to **Tight Sands 1999, L.P.**, a Delaware limited partnership, whose address for notices is c/o FC Energy Finance I, Inc., 1 Bank One Plaza, 17th Floor, Mail Code IL1-0502, Chicago, Illinois 60670 ("*Assignee*").

Recitals

A. Assignor owns record and/or beneficial title to certain natural gas producing properties located in the States of Mississippi, New Mexico, Texas and Wyoming.

B. Assignor has agreed to sell and convey such title in such properties to Assignee.

Article 1

Definitions

1.1 *Certain Definitions.* Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned in the Purchase and Sale Agreement (as may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"), dated as of the date hereof, but effective as of the Effective Time, between Assignor and Assignee, or, if not defined in the Purchase Agreement, as defined in the Management Services Agreement dated as of the date hereof, but effective as of the Effective Time, between EOG Resources, Inc. and Assignee. As used herein, the following terms shall have the meanings set forth below, except as otherwise expressly provided herein:

"Contingent Reversion Date" means the first day of the month immediately following the date on which the total volume of Gas produced and sold from the Properties equals 63,500,251 MMBtus.

"Equipment" means all machinery, equipment, improvements and other personal property and fixtures that are (a) either (1) owned by Assignor or (2) jointly owned by the Assignor and another Person(s) under the Operating Agreements included in the Subject Interests and (b) are attached or connected to the surface or the subsurface of the Wells.

"Gas" means all natural gas and other gaseous hydrocarbons in, on, under, produced from or attributable to the Properties.

278123

RECORDED April 11, 00 at 3:10 PM
IN BOOK 114 O+G PAGE 568
FEES $ 15.50 M
SUBLETTE COUNTY, PINEDALE WYOMING

[redacted] [redacted] [redacted]

"Lands" means the lands encumbered by the Leases described in Exhibit A to the extent such Leases are included in the Properties.

"Leases" means an oil and gas lease or other instrument described, referred to or identified in Exhibit A, together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one year after expiration of the predecessor lease), as to all lands described in the predecessor lease as described in Exhibit A, and all renewals and extensions of such replacement leases.

"Legal Requirement" means any local, state, Native American or federal requirement imposed pursuant to any law, statute, rule, regulation, order, permit or license of any governmental authority or by any applicable court order, decree or judgment.

"Operating Agreements" means operating agreements, unit agreements, unit operating agreements, unit accounting agreements, gas balancing agreements, unitization, pooling and communitization agreements, declarations, regulatory, judicial and administrative orders and other agreements relating to, or governing the drilling and operation of and accounting for, oil and gas properties (including any form of accounting procedure and gas balancing agreements which are part of, or attached to, any such agreement).

"Permitted Encumbrances" means, with respect to each Lease, Well or Property:

(a) all of the following to the extent the net effect thereof does not reduce the net revenue interest or increase the working interest as set forth in Exhibit B of the Purchase Agreement:

(i) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents which create or reserve to Assignor (or any predecessor in interest) its interests in any of the Properties, including the Leases and the Operating Agreements included in the Subject Interests;

(ii) all lessors' royalties, overriding royalties, net profits interests, including carried interests, production payments, reversionary interests and other burdens on or deductions from the proceeds of production from the Properties; and

(iii) production sales contracts; division orders; contracts for sale, purchase, exchange, refining or processing of hydrocarbons; unitization and pooling designations, declarations, orders and agreements; processing agreements; plant agreements; pipeline, gathering and transportation agreements; injection, repressuring and recycling agreements; salt water or other disposal agreements; seismic or geophysical permits or agreements; and any and all other agreements which are ordinary and customary in the oil and gas exploration, development or extraction business, or in the business of processing of gas and gas condensate production for the extraction of products therefrom; and

(b) all of the following to the extent covered by Assignor's indemnity under Section 8.1 or 8.5 of the Purchase Agreement:

(i) any undetermined or inchoate liens or charges constituting or securing the payment of expenses which were incurred incidental to maintenance, development, production or operation of the Properties or for the purpose of developing, producing or processing oil, gas or other hydrocarbons therefrom;

(ii) materialmen's, mechanics', repairmen's, employees', contractors', operators' or other similar liens or charges for liquidated amounts arising in the ordinary course of business; and

(c) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the ordinary course of business and not in the aggregate in excess of $1,000,000;

(d) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental or to secure compliance with the terms of the Leases;

(e) easements, rights-of-way, servitudes, permits, surface or use leases, and other rights in respect of surface operations, pipelines, water disposal facilities, canals, ditches, reservoirs, telephone lines, power lines, railways and other similar rights-of-way, on, over, or in respect of the Lands;

(f) preferential purchase rights as to which (x) valid waivers have been obtained or (y) the time periods for the exercise thereof have lapsed (without exercise) after proper notice has been delivered to the holders thereof;

(g) the Operating Agreements included in the Subject Interests;

(h) all rights to consent by, required notices to, filings with, or other actions by governmental authorities in connection with the sale or conveyance of the Properties if the same are customarily obtained subsequent to such sale or conveyance and Seller knows of no reason why they will not be granted;

(i) all Legal Requirements and any regulatory rights and powers reserved to or vested in any governmental authority; and

(j) the Mortgage.

"*Production Payment*" means the production payment in and to the Properties that is reserved unto Assignor and more particularly described in Attachment I hereto.

"*Properties*" is defined in Section 2.1.

"*Subject Hydrocarbons*" means all Gas and other hydrocarbons in, on, under, and which may be produced from, and/or which are attributable to the Properties.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

"*Subject Interests*" means all Assignor's right, title and interest:

(a) in the wellbore of each of the Wells, INSOFAR AND ONLY INSOFAR as such right, title and interest relates to each Well and to production of oil, gas and other hydrocarbons from or allocable to such Well;

(b) in rights to production from each of the Wells, subject to any existing royalties, overriding royalties and other burdens attributable thereto, including the obligation to pay Assignor's proportionate share of drilling, completion and operating expenses attributable to the applicable Well;

(c) in (i) all Equipment and fixtures that are solely and exclusively used in reworking, operating and/or producing each of the Wells, including but not limited to, flowlines, casing, tubing, wellheads, pumping units, tanks, treaters, separators, compressors, valves, meters, dehydrators and other similar property comprising the Wells and (ii) to the extent of Equipment and fixtures otherwise described in clause (i), but that are not solely and exclusively used in respect of the Wells, an undivided interest in such Equipment and fixtures that is in the same ratio as the relative number of the formations (which are not included in the Wells) that use in their operation such Equipment and fixtures is to the number of the formations (which are not included in the Wells) and the formations included in the Wells using such Equipment and fixtures;

(d) in and under any farmout agreements, Operating Agreements, processing agreements, transportation agreements, as well as well pooling, spacing or proration orders of appropriate regulatory agencies, and other contractual, statutory, or regulatory rights affecting or governing the operation of or Assignor's right to receive production of Gas from each of the Wells INSOFAR AND ONLY INSOFAR as such contractual, statutory or regulatory rights relate, pertain or are incidental to the wellbore of each of the Wells;

(e) in the Leases INSOFAR AND ONLY INSOFAR as the Leases (i) cover or are allocated production of oil, gas and other hydrocarbons in place, in, under or that may be produced from the Lands and capable of being produced through the wellbores of the Wells, or (ii) pursuant to the unit agreements described in Exhibit A hereto, are allocated production of oil, gas and other hydrocarbons in place from the lands included within such units and capable of being produced through the wellbores of the Wells, but including only such of Assignor's leasehold or operating rights as may be required to own and operate the Wells and to produce and market production of oil, gas and other hydrocarbons therefrom, including, rights to rework or recomplete each of the Wells; and

(f) a non-exclusive, irrevocable license and right to use:

(i) all Assignor's interest in any rights of way, easements, servitudes, surface leases, tenements, appurtenances, licenses, and any other rights of ingress, egress, use or occupancy of the surface, to the extent and only to the extent the same relate, pertain or are incidental to the Wells or any of them, or the other rights and interests described in this definition of Subject Interests; and

(ii) all Assignor's interest in other personal property (other than the equipment described in subsection (c) of this definition of Subject Interests) upstream of the point at which Assignor's share of production from each of the Wells is delivered for sale or exchange to a person who takes title to such production at such point, which personal property is necessary or convenient for the production, gathering, storage, transportation and/or disposal of Subject Hydrocarbons, produced water, and other substances from each of the Wells, including but not limited to, common facilities such as tanks, treaters, separators, compressors, gathering systems and water disposal systems.

"Wells" means the wells described in Exhibit B INSOFAR AND ONLY INSOFAR as the formations in such wells are described in Exhibit B, and which wells are located on the Lands, and at a location on said Lands, as is more particularly described in the location plat, or similar record, for each of such wells in the records maintained in the offices of the appropriate oil and gas regulatory or conservation agency for the state in which each of such wells is situated and identified by the API Number shown on Exhibit B.

1.2 *Other Definitions.* Other terms defined elsewhere in this Assignment shall have the meanings so given them herein.

Article 2

Assignment

2.1 *Properties.* Subject to the exceptions and reservations of Section 2.2, Assignor, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, conveys, and assigns unto Assignee, its permitted successors and assigns, (a) the Subject Interests and (b) all rights and obligations of Assignor existing at the Effective Time to take or give disproportionate shares of make-up gas from or to third parties to correct production imbalances under gas balancing agreements, or other statutory, contractual or common-law rights and obligations, or under the non-consent provisions of the Operating Agreements included in the Subject Interests (collectively, the "*Properties*").

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever, subject, however, to the matters in (i) this Assignment and (ii) the Purchase Agreement.

2.2 *Reservations.* Assignor excepts and reserves from this Assignment:

(a) the Production Payment described on Attachment I hereto, the terms of which are a part hereof as if recited in full in the body of this Assignment;

(b) all other rights, title and interests in the wells described in Exhibit B as to all formations and intervals in such wells not described in Exhibit B and all other rights, title and interests in the Leases and the lands encumbered thereby to the extent not expressly granted hereunder;

(c) the irrevocable license and right to use from time to time such Equipment and fixtures as set forth in the definition of Subject Interests as is reasonably necessary for the

production of oil, gas and other hydrocarbons not included in the Subject Interests; provided, however, that this reservation is conditioned upon Assignor's timely payment to Assignee of $10,000 per year, in arrears, for such irrevocable license and right to use;

(d) a seventy-five percent (75%) undivided reversionary interest in the Properties (other than equipment and other tangible assets disposed of in the ordinary course of business prior to the Contingent Reversion Date and those intangible assets that have expired, been terminated or defeased in the ordinary course of business prior to the Contingent Reversion Date) effective as of 7:01 a.m., local time at the location of the Properties, on the Contingent Reversion Date. Assignor and Assignee each agree to execute and acknowledge counterparts of an instrument in recordable form specifying the occurrence of the Contingent Reversion Date;

(e) the right to use as much of the surface of the Land as well as the wellbores conveyed hereunder as may be necessary in the conduct of operations in those zones, formations and depths not assigned to Assignee herein and on other property owned or leased by Assignor;

(f) the right to drill through the depths, zones and formations herein assigned to Assignee in conducting any operations in the wellbores conveyed hereunder with respect to any depths, zones and formations not assigned herein or on other property owned or leased by Assignor unless such right to drill would have an adverse effect on production from any wellbore conveyed hereunder; and

(g) the contracts and agreements described on Exhibit C.

2.3 *Permitted Encumbrances.* THIS ASSIGNMENT IS MADE AND ACCEPTED SUBJECT TO THE PERMITTED ENCUMBRANCES AND THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, INCLUDING ASSIGNOR'S RIGHT TO REPURCHASE THE PROPERTIES AS DESCRIBED IN SECTION 2.4 BELOW.

2.4 *Assignor's Right to Repurchase the Properties.* Assignor hereby reserves options to purchase the Properties from Assignee, on the terms and conditions provided in Article 7 or Section 8.5 or 9.2(b) of the Purchase Agreement.

2.5 *Limitation of Warranties.* Except for any limited warranties, representations, and covenants made in the Purchase Agreement, this Assignment is made without warranty of any kind, expressed, implied, statutory or otherwise, including, but not limited to, any warranty of title or warranty against encumbrances.

2.6 *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY HEREIN OR IN THE PURCHASE AGREEMENT, TO THE EXTENT THE EQUIPMENT CONSTITUTES PERSONAL PROPERTY OR FIXTURES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESSED REPRESENTATION OR WARRANTY AS TO THE CONDITION OF SUCH PERSONAL PROPERTY OR FIXTURES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Article 3

Other Provisions

3.1 *Successors and Assigns.* Except to the extent permitted by Section 13.8 of the Purchase Agreement, this Assignment shall not be assigned by either party without the prior written consent of the other party. This Assignment shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

3.2 *Headings.* The headings of the sections of this Assignment have been inserted for the convenience of the parties, but shall not be considered in construing or enforcing this Assignment.

3.3 *Additional Information.* Either party requiring additional information regarding the Properties, the Permitted Encumbrance, or any other matter in this Assignment may contact the other party at the address set forth above.

3.4 *Separate Assignments.* Separate assignments of the Properties from Assignor to Assignee may be executed on forms approved by Assignor and Assignee, in sufficient counterparts, to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

3.5 *Further Assurances.* The parties agree to execute and deliver such other instruments or documents and to take such other actions as may be necessary or desirable to effect the intent of this Assignment or further evidence the transfer of the Properties to Assignee.

3.6 *Counterparts.* This Assignment may be executed by the parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

3.7 *Rules of Construction.* For purposes of this Assignment, including the Attachments and Exhibits hereto, the rules of construction set forth in Section 13.13 of the Purchase Agreement shall apply.

[signature page follows]

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Assignment is executed on the dates set forth below, but effective as of the Effective Time.

ASSIGNOR:

EOG RESOURCES ACQUISTIONS L.P.,
a Delaware limited partnership

By: **EOG RESOURCES PROPERTY MANAGEMENT, INC.**, a Delaware corporation, its general partner

By: _____
Name: David R. Looney
Title: Vice President, Finance

ATTEST:
By: Daniel R. Gross

ASSIGNEE:

TIGHT SANDS 1999, L.P.,
a Delaware limited partnership

By: **Tight Sands G.P. 1999, L.L.C.**, a Delaware limited liability company, its general partner

By: FC Energy Finance I, Inc.,
a Delaware corporation,
its sole member

By: _____
John M. Eber
Managing Director

ATTEST:
By: Mackenzie K Phillips

WITNESSES TO ALL SIGNATURES:

Printed Name: Daniel R. Gross
Printed Name: MACKENZIE K. PHILLIPS

Prepared by: Laurette Petersen
WINSTON & STRAWN
35 West Wacker Drive
Chicago, IL 60601

STATE OF ILLINOIS §
§
COUNTY OF COOK §

The instrument was acknowledged before me on the 15th day of December, 1999, by John M. Eber, a Managing Director of FC Energy Finance I, Inc., a Delaware corporation, as sole member of Tight Sands G.P. 1999, L.L.C., a Delaware limited liability company, as general partner of Tight Sands 1999, L.P., a Delaware limited partnership, on behalf of said partnership.

Kathleen A. James
Notary Public, State of Illinois

My Commission Expires: 9/12/02

"OFFICIAL SEAL"
KATHLEEN A. JAMES
Notary Public, State of Illinois
My Commission Expires 9/12/02

WY

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on the 15th day of December, 1999, by David R. Looney, Vice President, Finance of EOG Resources Property Management, Inc., a Delaware corporation, as general partner of EOG Resources Acquisitions L.P., a Delaware limited partnership, on behalf of said partnership.

Kathleen A. James
Notary, State of Illinois

My Commission Expires: 9/12/02

"OFFICIAL SEAL"
KATHLEEN A. JAMES
Notary Public, State of Illinois
My Commission Expires 9/12/02

WY

Exhibit A

Leases

[EOG to provide]

[redacted] [redacted] [redacted]

Exhibit B

Wells

[EOG to provide]

EXHIBIT C

1. Any and all contracts for the gathering, transportation, processing, and sale of any subject hydrocarbons produced from the Properties.

2. Letter agreement dated September 28, 1967, between American Petrofina Company of Texas and Walter W. Krug (Contract No. K0012010).

3. Letter agreement dated August 30, 1965, between American Petrofina Company of Texas and Frio-Tex Oil and Gas Company (Contract No. K0012006).

4. Agreement dated September 30, 1992, between Enron Oil & Gas Company and Will-Drill Production Co. (Contract No. K0020886).

[redacted] [redacted] [redacted]

ATTACHMENT I
to Assignment with Reservation of Production Payment

RESERVATION OF PRODUCTION PAYMENT

THIS RESERVATION OF PRODUCTION PAYMENT (this "*Reservation*") is a part of the Assignment with Reservation of Production Payment (the "*Assignment*") to which this Reservation is attached.

Article 1

Definitions

1.1 *Certain Definitions.* As used herein, the following terms shall have the meanings set forth below, except as otherwise expressly provided:

"Applicable Period" means any time during the term of this Reservation when Assignor or one of its Affiliates is not Manager, for any reason other than (i) the termination of the Management Services Agreement by Assignor (or its Affiliate) or (ii) the cessation of existence by Assignor (or its Affiliate).

"Business Day" means any day which is not a Saturday, Sunday, or other day on which national banking institutions in Chicago, Illinois or Houston, Texas are closed as authorized or required by applicable law.

"Buyer" means the Assignee named in the Assignment, while it owns all or part of the Properties, and any other Person or Persons who subsequently acquires all or a portion of the Properties in compliance with Section 3.1 of the Assignment.

"Buyer's Revenues" has the meaning assigned to the term "Buyer's Revenues" in the Management Services Agreement.

"Buyer's Wells" means the "Wells" as defined in the Assignment.

"Calendar Year" means the balance of the calendar year beginning at the Effective Time and extending through December 31, 1999, and each subsequent calendar year, or portion thereof, during the Production Payment Term.

"Debits" has the meaning assigned to that term in Section 2.3.

"Debit Reductions" has the meaning assigned to that term in Section 2.5.

"Equipment" has the meaning assigned to that term in the Assignment.

"Gas" has the meaning assigned to that term in the Assignment.

"Gross Revenues" has the meaning assigned to that term in Section 2.2(b).

"Management Period" means any time during the term of this Reservation *other than* any Applicable Period.

"Management Services Agreement" means (i) that certain Management Services Agreement, dated as of the date of the Assignment, but effective as of the Effective Time, between EOG Resources, Inc. and Buyer, as the same may be from time to time amended, modified, supplemented or restated, and (ii) any other agreement (other than the Operating Agreements included in the Subject Interests) between Buyer and an Affiliate of Seller, including any substitute for, or successor agreement to, the referred to Management Services Agreement, concerning the matters covered by the referred to Management Services Agreement.

"Manager" means the Manager or its Affiliate designated in the Management Services Agreement.

"Month" means a calendar month.

"Non-Recourse Promissory Note" has the meaning assigned to it in the Purchase Agreement.

"Operating Agreements" is defined in the Assignment.

"Payment Reserves" has the meaning assigned to that term in the Management Services Agreement.

"PP Owner" means Seller, while it owns an interest in the Production Payment, and any other Person or Persons who subsequently acquires all or a portion of such Production Payment.

"Production Payment" means the production payment reserved unto PP Owner as provided in Section 2.8.

"Production Payment Term" means the period of time from the Effective Time until 7:00 a.m., local time at the location of the Properties, on the first day of the Month immediately following the date on which the total volume of Gas produced and sold from the Properties from and after the Effective Time equals 50,950,363 MMBtus.

"Production Proceeds Account" has the meaning assigned to that term in Section 2.1.

"Properties" has the meaning assigned to that term in the Assignment.

"*Recoupment Date*" has the meaning assigned to that term in the Management Services Agreement.

"*Third Person Costs*" has the meaning assigned to that term in the Management Services Agreement.

"*Seller*" means EOG Resources Acquisitions L.P., a Delaware limited partnership.

"*Subject Hydrocarbons*" has the meaning assigned to that term in the Assignment.

"*Third Person*" has the meaning assigned to that term in the Purchase Agreement.

"*Working Capital Reserves*" has the meaning assigned to that term in the Management Services Agreement.

1.2 *Other Definitions.* Other terms defined elsewhere in this Reservation shall have the meanings so given them herein. Capitalized terms used herein, but not otherwise defined, shall have the meanings assigned in the Assignment.

Article 2

Production Proceeds Account

2.1 *Production Proceeds Account.* Buyer shall establish and maintain or cause to be established and maintained an account (herein called the "*Production Proceeds Account*") in accordance with accurate and consistently applied accounting practices and the provisions of this Reservation.

2.2 *Credits.* Except as otherwise provided herein and only during the term of this Reservation, the Production Proceeds Account shall be credited (without duplication) with the following (collectively, the "*Credits*"):

(a) For all Subject Hydrocarbons sold or disposed of, the gross proceeds received (or deemed received consistent with Section 2.7) by Buyer from such sale or disposition.

(b) The amount of gross proceeds (such amounts, after deducting all royalties, overriding royalties and other similar burdens payable in respect to such production (other than the Production Payment), herein collectively called the "*Gross Revenues*"), to be credited to the Production Proceeds Account with respect to any sale or disposition of Subject Hydrocarbons shall be subject to the following:

(1) Gross Revenues shall include all consideration received (or deemed received consistent with Section 2.7) by Buyer, directly or indirectly, for sales of Subject Hydrocarbons, including any amounts received by Buyer from

production of Subject Hydrocarbons at levels greater than Buyer's ownership percentage in the production attributable to the Properties.

(2) If any proceeds are withheld from Buyer, such proceeds shall not be considered to be Gross Revenues until such proceeds are actually received by Buyer.

(3) If a controversy or probable controversy exists (whether by reason of any statute, order, decree, rule, regulation, contract, or otherwise) as to the correct or lawful sales price of any Subject Hydrocarbons, then such amounts received by Buyer and promptly deposited by Buyer with an escrow agent under usual and customary terms, shall not be considered to have been received by Buyer and shall not be included in Gross Revenues until disbursed to or on behalf of Buyer by such escrow agent.

(4) Gross Revenues shall include all proceeds relating to any "non-consent" operations as to which Buyer is a consenting party, including all proceeds relating to such "non-consent" operations which are in excess of the proceeds that would have accrued to Buyer had all working interest owners consented to such operations.

(5) Gross Revenues shall not include any amounts for Subject Hydrocarbons lost in production or used by or on behalf of Buyer for development, drilling and production operations (including gas injection, fuel, secondary, or tertiary recovery, pressure maintenance, repressuring, or recycling operations) conducted for the purpose of producing Subject Hydrocarbons, but only so long as such Subject Hydrocarbons is so used, and during any Applicable Period, only if the same are so used in conformity with good oil field practices.

(6) Any amounts deposited by the Manager in accounts for Working Capital Reserves or Payment Reserves shall not be included in Gross Revenues until, and then only to the extent, such deposited amounts are withdrawn by the Manager from such accounts and not either (i) applied against costs and expenses which would constitute Debits (but for the exclusion under Section 2.4(c)), or (ii) in the case of Payment Reserves, refunded to the Person entitled thereto.

(7) Payments for Subject Hydrocarbons made in contemplation of future delivery thereof shall not be included in Gross Revenues until the time of actual delivery thereof.

2.3 *Debits.* Except as otherwise provided herein and only during the term of this Reservation, the Production Proceeds Account shall be debited with the following (without

duplication) as and to the extent they are incurred by Buyer with respect to the Properties (the "*Debits*"):

(a) For so long as the Management Services Agreement is in full force and effect, (i) all costs, expenses and other amounts incurred by the Manager on Buyer's behalf under the Management Services Agreement which are attributable or allocable to the Properties, including Third Person Costs and P&A Costs (as each such term is defined in the Management Services Agreement) which are attributable or allocable to the Properties, and (ii) all fees, interest on any loans, and other amounts incurred by Buyer to the Manager under the Management Services Agreement, in any case, except other than as otherwise expressly provided in Section 5.4(d) of the Management Services Agreement.

(b) If for any reason the Management Services Agreement is not in full force and effect, (i) all expenses which are attributable or allocable to the Properties for developing, operating, producing and maintaining the Properties, including the plugging and abandonment of Buyer's Wells, after the Effective Time to the extent that such expenses are chargeable against the Properties under the relevant Operating Agreement applicable to such Properties and are in amounts calculated on the same basis as such costs are charged under such Operating Agreement or in the absence of an Operating Agreement, on commercially reasonable terms and conditions, including rates (but excluding any additional fees, expenses and charges associated with the management, administration or operation of the Properties), and (ii) all of the following to the extent such relate to the Properties, the Subject Hydrocarbons or any equipment or property used in connection with either, and to periods of time after the Effective Time:

(1) All costs relating to any "non-consent" operations as to which Buyer is a consenting party which are in excess of the costs that would have been incurred by Buyer had all working interest owners consented to such operations.

(2) All costs (including outside legal, accounting and engineering services) for (i) handling, investigating or settling litigation, administrative proceedings and claims (including lien claims other than liens securing borrowed funds), and (ii) paying judgments, penalties and other liabilities not paid or reimbursed under insurance maintained by Buyer or others (including interest thereon), or requiring the payment or restitution of any proceeds of Subject Hydrocarbons; provided that there shall not be debited any expenses incurred by Buyer or amounts paid by Buyer to PP Owner in connection with any litigation arising hereunder between Buyer and PP Owner.

(3) All Taxes incurred by Buyer or PP Owner.

(4) All actual costs for processing, storing, transporting or marketing Subject Hydrocarbons and the removal of contaminants (including carbon dioxide and other impurities) or produced water and the disposal thereof.

(5) Any refunds required to be made by Buyer, including compensatory interest, of all or any part of the sales price for any Subject Hydrocarbons, whether by reason of any statute, order, decree, rule, regulation, contract or otherwise, but in the case of refunds of amounts placed in the escrow account in Section 2.2(b)(3), only to the extent the amount refunded exceeds the amount placed in such escrow account.

(6) All royalties, shut-in royalties, minimum royalties, advance royalties, delay rentals, surface damages and similar payments under Leases.

(7) All cash payments to Third Persons to settle gas imbalances.

(8) All interest and penalties for prior period adjustments paid to royalty owners and taxing authorities.

(c) For so long as the Non-Recourse Promissory Note is outstanding, all amounts paid or then payable by Buyer to the holder thereof with respect thereto.

2.4 *Excluded Debits.* Notwithstanding the provisions of Section 2.3, Debits shall not include any of the following:

(a) Any amount which has also been used to reduce the amount of the Subject Hydrocarbons or Gross Revenues or has otherwise not been included therein (including royalties, overriding royalties, production payments and other charges burdening the Properties as of the Effective Time, or production, severance, excise and other taxes deducted, withheld or paid by any other Person).

(b) Any overriding royalty, production payment or other charge burdening the Properties which was created by Buyer after the Effective Time.

(c) Any costs paid by the Manager out of the Working Capital Reserves or Payment Reserves established under the Management Services Agreement.

2.5 *Debit Reductions.* The debits to the Production Proceeds Account shall be reduced by the following (without duplication) ("*Debit Reductions*"):

(a) Any interest accruing on the Working Capital Reserves or Payment Reserves.

(b) The following cash and cash equivalent amounts to the extent such (i) relate to the Properties, the Subject Hydrocarbons or to property the acquisition costs of which were included in Debits, and (ii) are received by Buyer after the Effective Time and during the Production Payment Term (which receipt shall, for so long as the Management Services Agreement is in full force and effect, be deemed to occur when such amounts are deposited as provided for in the Management Services Agreement), with such amounts to be calculated (where appropriate) on the same basis as is provided in the relevant Operating Agreement for the affected Properties, provided that no amount shall be included in Debit Reductions (x) which is included in Gross Revenues, or (y) on account of any tax credits, tax deductions or other tax benefits:

(1) Net proceeds from the sale of (or, if disposed of other than by sale, the then current market value of) any materials, supplies, equipment, and other personal property or fixtures, or any part thereof or interest therein (including all amounts attributable thereto which are received by Buyer by way of conformance of investment in personal property and equipment if the Properties or any part or parts thereof are unitized from time to time).

(2) Proceeds of all insurance, the cost of which is charged to the Production Proceeds Account, directly or indirectly, and the proceeds of all judgments and claims against Third Persons for damages.

(3) All other cash and cash equivalents which are received (or deemed received consistent with Section 2.7) by Buyer by virtue of the ownership after the Effective Time of the Properties and the materials, supplies, equipment, and other personal property and fixtures located on or used in connection with the Properties, but excluding the proceeds from the sale of the Subject Interests in the Leases included in the Properties or any portion thereof.

(4) Interest, penalties or other amounts payable in respect to Gross Revenues withheld from Buyer by a Third Person for any reason.

(5) Interest or other income on Gross Revenues deposited by Buyer in an escrow account pursuant to Section 2.2(b)(3) for payment of refunds in respect of a controversy or possible controversy as to the correct or lawful sales price of any Gas that are indefeasibly paid to Buyer.

(6) Any receipts from joint interest owners as settlement for any cumulative deficits in amounts received by virtue of production of Gas at levels less than Buyer's ownership percentage in production attributable to the Properties as set forth in the Assignment.

(c) Any amounts payable pursuant to Section 2.2(c) of the Assignment.

2.6 *Carry Forward.* The amount of any Debit Reductions not applied against Debits as a dollar-for-dollar reduction in any Month, as provided in Section 2.7, may be deposited in Working Capital Reserves, and when so deposited shall cease to constitute Debit Reductions. If the Debit Reductions are not deposited in Working Capital Reserves as provided in the preceding sentence, then the amount of such Debit Reductions not deposited shall be carried forward to the next succeeding Month until applied against Debits and eliminated.

2.7 *Accounting.* All Debits which are attributable to costs and expenses incurred during a Month up to and including the last day of such calendar month shall be debited against the Production Proceeds Account on an accrual basis as of the last day of the applicable Month; provided that such Debits shall be reduced (and not debited to the Production Proceeds Account) by the aggregate amount of all Debit Reductions which have been received by Buyer as of the last day of such Month and which have not previously been either (i) applied to reduce Debits charged to the Production Proceeds Account or (ii) deposited in Working Capital Reserves by the Manager. All Credits which are attributable to Gross Revenues received during a Month up to and including the last day of such Month shall be credited to the Production Proceeds Account; provided, that for purposes of determining Gross Revenues received during a Month, 70% of the Gross Revenues accrued with respect to such month shall be deemed received in the following month and the balance of such revenues shall be deemed received in the second following month. The Production Proceeds Account balance shall be determined after the applications provided for above have been made. If after the term of this Reservation there shall be an addition, elimination or adjustment of amounts which constituted, or would have constituted, Credits, Debits or Debit Reductions during the term of this Reservation, the Production Proceeds Account balances shall be recalculated by Buyer giving effect to such additions, eliminations or adjustments, and any resulting adjustment to the amount payable to PP Owner as the Production Payment shall be settled by payment to PP Owner or to Buyer by the other, as appropriate, promptly thereafter; provided, that, the aggregate payments by PP Owner to Buyer shall not exceed the aggregate amount received by PP Owner hereunder.

2.8 *Reservation.* PP Owner hereby excepts from the Properties, retains and reserves unto itself, its successors and assigns, a production payment (the "Production Payment") in and to all of the Subject Hydrocarbons in place, in, under and that may be produced from the Lands and capable of being produced from the wellbores of the Wells, payable solely out of Gross Revenues, equal to one hundred percent (100%) of the credit balances existing in the Production Proceeds Account from time to time as calculated under this Reservation (in accordance with the terms of Article 2 hereof).

2.9 *Title Warranty.* Buyer hereby binds itself to warrant and forever defend all and singular title to the Production Payment unto PP Owner and its successors and assigns against

every Person lawfully claiming or to claim the same or any part thereof by, through, or under Buyer, to the extent and only to the extent such claim arises after the Closing Date.

Article 3

Payments

3.1 *Monthly Payments.* On or before the sixtieth (60th) day following the last Business Day of each Month during the Production Payment Term, Buyer shall furnish, or cause to be furnished, to PP Owner a detailed statement showing the balances of the Production Proceeds Account as of the close of business on the last day of such Month, and detailing the items of Credits and Debits to the Production Proceeds Account, the volumes of Subject Hydrocarbons sold, the prices at which such volumes were sold, the Taxes paid with respect to such sales, and such further accounting details related to the calculation of Production Proceeds Account balances as PP Owner shall from time to time reasonably request. Any net Debits reflected by any such statement shall be carried forward for the next succeeding Month until such net Debits have been offset by Credits and eliminated. If a credit balance is reflected by any such statement, payment of the Production Payment shall be made to PP Owner on or before the last Business Day of the calendar month in which the statement is required to be furnished, by means reasonably designated by PP Owner, to PP Owner's account as PP Owner may from time to time reasonably request.

3.2 *Past Due Payments.* Any amount not paid by Buyer to PP Owner with respect to the Production Payment when due shall bear, and Buyer hereby agrees to pay to PP Owner (unless such delay or failure to pay is due to the failure of Manager during the Management Period to perform its obligations under the Management Services Agreement), interest from the due date until such amounts have been paid, at a rate per annum equal to the lesser of (i) the Applicable Rate plus 2%, compounded monthly, or (ii) the maximum rate from time to time permitted by applicable law. For the purposes of this section, each payment made by wire transfer in care of PP Owner shall be deemed made on the date such payment is received, and any payment made by check directly to a PP Owner shall be deemed made on the date such check is deposited in the United States mail, postage prepaid.

3.3 *Management.* PP Owner agrees and acknowledges that Manager shall, on behalf of Buyer, administer the Production Payment and perform and observe the conditions and covenants set forth in Sections 2.1 through 2.7, and this Article 3. PP Owner agrees that during the Management Period, it shall look solely to Manager for such administration, performance and observance (including the liability to PP Owner for interest on past due payments under Section 3.2), and shall not hold Buyer responsible for any claims which may arise with respect to the administration of the Production Payment during such period, other than compliance by Buyer with its obligations under the last sentence of Section 2.7. Notwithstanding the foregoing, Buyer shall notify PP Owner of any claim by it (not controlled by Manager) against a Third Person with respect to the Properties, or production therefrom, and shall cooperate with PP

Owner in the prosecution of such claim, or the PP Owner's prosecution of a similar claim as to its interest in the Subject Hydrocarbons.

Article 4

Operation of the Properties

4.1 *Non-Applicability.* During the Management Period, (i) Manager shall be Buyer's designated agent (which appointment is irrevocable) for the purpose of exercising any consents or non-consents to operations under Section 2.5 of the Management Services Agreement, or making any proposals under Section 2.3(h) of the Management Services Agreement, and (ii) the following provisions of this Article 4 shall not apply, and Buyer shall have no obligation or liability to PP Owner in respect thereof.

4.2 *Duties of Buyer.* Buyer shall take such actions and exercise such rights and remedies as would a reasonable prudent non-operator (who may currently benefit from Section 29 Tax Credits), acting in accordance with the Prudent Operator Standard, to take or exercise to cause the actual "operator" to perform its obligations and duties under the Operating Agreements included in the Subject Interests, or, with respect to those properties where Buyer is the "operator," Buyer shall act as would a reasonable prudent operator (who may currently benefit from Section 29 Tax Credits) owning such Properties, acting in accordance with the Prudent Operator Standard, in performing its obligations and duties under such Operating Agreements.

4.3 *Right to Pool.* Buyer shall have the right and power, exercisable only during the period provided in Section 4.4, to pool or unitize any of the Properties and to alter, change, amend, or terminate any pooling or unitization agreements heretofore or hereafter entered into, as to all or any part of the Leases included in the Subject Interests, as to any one or more of the formations or horizons thereunder which is included in the Properties, upon such terms and provisions as Buyer shall, acting in accordance with the Prudent Operator Standard, reasonably determine. If and whenever through the exercise of such right and power, or pursuant to any Legal Requirement, any of the Properties are pooled or unitized in any manner, the Production Payment, insofar as it affects such Properties, shall also be pooled and unitized.

4.4 *Duration.* Buyer's power and right to pool and unitize the Properties and the Production Payment shall be exercisable and enjoyed only during the period of the life of the last survivor of the descendants of Joseph Kennedy, father of the late President of the United States, living on the date of execution of this Reservation, plus 21 years after the death of such last survivor.

Article 5

Other Provisions

5.1 *Government Regulations.* All obligations of Buyer hereunder shall be subject to all applicable Legal Requirements.

5.2 *Non-Possessory Interest.* The Production Payment shall constitute (and this Reservation shall conclusively be construed for all purposes as creating) a nonoperating interest in the Properties for all purposes.

5.3 *Intent.* Nothing herein contained shall be construed to constitute either party hereto (under state law or for income tax purposes) the agent of, or in partnership with, the other party. If, however, the parties hereto are deemed to constitute a partnership for federal income tax purposes, then to the extent permitted by law, the parties will elect to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Code, and agree not to take any position inconsistent with such election. In addition, the parties hereto intend that the Production Payment herein reserved by Assignor shall at all times be treated as production payment in the Subject Hydrocarbons within the meaning of the Code and the regulations and judicial authority relating thereto (rather than as a working interest, overriding royalty interest or any other interest), and all provisions of this Reservation shall be construed and treated accordingly.

5.4 *Subject to Purchase Agreement.* This Reservation is made and accepted subject to the terms and conditions of the Purchase Agreement, including PP Owner's rights thereunder to repurchase Properties.

5.5 *Non-Recourse Nature of Buyer's Obligations.* PP OWNER ACKNOWLEDGES AND AGREES THAT UNTIL THE TERMINATION OF THE MANAGEMENT SERVICES AGREEMENT AND SO LONG AS BUYER IS NOT IN MATERIAL DEFAULT THEREUNDER, IT SHALL LOOK SOLELY TO THE MANAGER THEREUNDER FOR PERFORMANCE OF BUYER'S OBLIGATIONS HEREUNDER. PP OWNER ACKNOWLEDGES AND AGREES THAT NEITHER BUYER NOR ANY PARTNER OF BUYER SHALL BE LIABLE UNDER ANY THEORY FOR ANY AMOUNT DUE FROM BUYER HEREUNDER OTHER THAN BUYER TO THE EXTENT OF ITS ASSETS, INCLUDING GROSS REVENUES, AND PP OWNER SHALL NOT SEEK A DEFICIENCY OR PERSONAL JUDGMENT AGAINST BUYER OR ANY PARTNER OF BUYER FOR PAYMENT OF ANY AMOUNTS UNDER THIS RESERVATION. AFTER TERMINATION OF THE MANAGEMENT SERVICES AGREEMENT, BUYER SHALL BE LIABLE ONLY TO THE EXTENT OF THE PRODUCTION PAYMENT RESERVED TO THE PP OWNER HEREUNDER THAT IS NOT PAID TO THE PP OWNER AND SHALL NOT BE LIABLE FOR ANY OTHER AMOUNTS, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Article 6

Successors and Assigns

Subject to the restrictions on Buyer's transfer contained in the Purchase Agreement, all of the terms and provisions of this Reservation shall extend to, be binding upon, and inure to the benefit of the parties hereto, their respective permitted successors and assigns.

Article 7

Term

This Reservation shall remain in force during the Production Payment Term. From and after the end of the Production Payment Term all rights, titles, interests, powers and privileges of PP Owner under this Reservation not already accrued to PP Owner shall be vested in Buyer, its permitted successors and assigns. Upon request of Buyer, PP Owner shall promptly deliver a duly executed and acknowledged instrument in recordable form acknowledging the termination of the Production Payment.

[END OF ATTACHMENT I]

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050140-000	ST WY 0-847	06/16/1936	BK 89 PG 370	SUBLETTE
0000050141-000	USA EV-09561-A	06/20/1932	BK 89 PG 65	SUBLETTE
0000050142-000	USA EV-021978	01/01/1940	BK 89 PG 119	SUBLETTE
0000050143-000	USA EV-07555	01/01/1940	BK 89 PG 70	SUBLETTE
0000050144-000	USA EV-07671-A	12/29/1939	BK 89 PG 125	SUBLETTE
0000050145-000	USA EV-07671-B	12/29/1939	BK 89 PG 125	SUBLETTE
0000050147-000	USA W-48907	01/01/1940	BK 89 PG 76	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE NORTH LABARGE DEEP UNIT INITIAL FRONTIER PARTICIPATING AREA MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 113 West, 6th P.M.
Section 4: Lots 2, 3, 4, SWNE, S2NW, SW, W2SE
Section 5: Lot 1, S2NE, S2
Section 8: All
Section 9: W2E2, W2
Section 16: All
Section 17: NE, E2NW, NESW, SE
Section 20: NE
Section 21: N2N2
Sublette County, Wyoming

Township 28 North, Range 113 West, 6th P.M.
Section 32: Lot 6, NESE
Section 33: Lots 1, 2, 3, 4, NE, S2NW, N2S2
Section 34: Lot 1, W2NW, NWSW
Sublette County, Wyoming

B. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

NLB 36-33 Well
Township 28 North, Range 113 West, 6th P.M.
Section 33: NWSE
Sublette County, Wyoming

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
GRB 49-19	009561000002	490350530100	Baxter	SESE	19	27N	112W
GRB 50-30	009563000002	490352005400	Baxter	LOT 3	30	27N	112W
GRB 66-17	009580000001	490352062100	Frontier	SWNE	17	27N	112W
GRB B 19-19	021932000001	490352115700	Baxter	LOT 2	19	27N	112W
GRBU # 3-31	009543000002	490350502400	Baxter	NWSE	31	27N	112W
GRBU # 6-30	009573000002	490350518400	Baxter	SWSE	30	27N	112W
GRBU # 29-30	009541000002	490350527900	Baxter	NENW	30	27N	112W
GRBU # 38-36	009550000002	490350516200	Baxter	SENE	36	27N	113W
GRBU # 39A-31	009551000002	490350508100	Baxter	SENW	31	27N	112W
GRBU # 68-30	009583000002	490352053400	Baxter	NESW	30	27N	112W
GRBU # 69-19	009584000002	490352053500	Baxter	NENW	19	27N	112W
GRBU # 70-19	009586000002	490352054100	Baxter	NESW	19	27N	112W
GRBU # 74-31	009590000003	490352057300	Baxter	E2SW	31	27N	112W
GRBU # 75-31	009591000002	490352057700	Baxter	LOT 2	31	27N	112W
GRBU # 98-27	001521000003	490352107600	Frontier 1	NWNE	27	27N	113W
GRBU # 99-27	009616000003	490352097100	Frontier	NENE	27	27N	113W
GRBU #100-35	009520000002	490352097400	Frontier 1	NWNW	35	27N	113W
GRBU #B 4-36	019753000001	490352111200	Baxter	NESW	36	27N	113W
GRBU #B 5-36	019754000001	490352111100	Baxter	NESE	36	27N	113W
GRBU #B 11-30	021396000001	490352114300	Baxter	LOT 2	30	27N	112W
GRBU #B 13-30	021397000001	490352114900	Baxter	SESW	30	27N	112W
GRBU #B 14-31	021398000001	490352114200	Baxter	LOT 3	31	27N	112W
GRBU #B 18-19	021730000001	490352115100	Baxter	LOT 4	19	27N	112W
NLB 36-33	004655000003	490352082000	Baxter	NWSE	33	28N	113W
NLBU #27-17	004646000002	490352048400	Frontier 1	NENW	17	27N	113W
NLBU #30-16	004649000002	490352076700	Frontier 1	NESE	16	27N	113W
NLBU #33-17	004652000002	490352082200	Frontier 1	NESW	17	27N	113W
NLBU #34-21	004653000002	490352080100	Frontier 1	NWNW	21	27N	113W
NLBU #35-34	004654000002	490352083400	Frontier 1	SWNW	34	28N	113W
NLBU #36-33	004655000002	490352082000	Frontier 1	SWNE	33	28N	113W
NLBU #38-08	004657000002	490352083200	Frontier 1	NWNW	8	27N	113W
NLBU #39-17	004658000002	490352083100	Frontier 1	NENE	17	27N	113W
NLBU #40-33	001578000002	490352103200	Frontier 1	NENE	33	28N	113W
NLBU #44-34	004663000002	490352096500	Frontier 1	SWSW	34	28N	113W
NLBU #45-33	004664000002	490352096700	Frontier 1	LOT 3	33	28N	113W
NLBU #46-33	004665000002	490352098300	Frontier 1	NWNE	33	28N	113W
NLBU #48-04	004666000002	490352097200	Frontier 1	NWSE	4	27N	113W
NLBU #49-09	004667000002	490352097300	Frontier 1	NWNE	9	27N	113W
NLBU #51-16	019808000002	490352111800	Frontier 1	NENE	16	27N	113W
NLBU #52-16	001541000002	490352104000	Frontier 1	NWSE	16	27N	113W
NLBU #53-21	001542000002	490352105900	Frontier 1	NENW	21	27N	113W
NLBU #54-20	001543000002	490352108400	Frontier 1	SWNE	20	27N	113W
NLBU #56-17	004670000002	490352098700	Frontier 1	SENW	17	27N	113W

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
NLBU #57-33	001544000001	490352108300	Frontier 1	LOT 1	33	28N	113W
NLBU #58-04	022094000001	490352116200	Frontier 1	NWNW	4	27N	113W
NLBU #59-09	001079000002	490352099700	Frontier 1	NWNW	9	27N	113W
NLBU #61-16	022077000002	490352116000	Frontier 1	NENW	16	27N	113W
NLBU #65-33	022079000001	490352116600	Frontier 1	SWSE	33	27N	113W
NLBU #66-04	022096000001	490352116100	Frontier 1	NESW	4	27N	113W

595

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

I. GREEN RIVER BEND UNIT DATED JUNE 1, 1957, RECORDED JULY 3, 1958 IN LINCOLN COUNTY, WYOMING AT BOOK 28 PAGE 438 AND RECORDED JULY 7, 1958 IN SUBLETTE COUNTY, WYOMING AT BOOK 21 PAGE 137.

- A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B"
- B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B"
- C. LEASE WELL

II. NORTH LABARGE DEEP UNIT DATED DECEMBER 19, 1957, RECORDED AUGUST 25, 1958 AT BOOK 21 PAGE 371.

- A. INITIAL FRONTIER PARTICIPATING AREA
- B. LEASE WELL

BELOW ARE THE OIL AND GAS LEASES AND LANDS SUBJECT TO THE ABOVE AGREEMENTS:

I. GREEN RIVER BEND UNIT

A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 21 PG 509	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 15 PG 334	LINCOLN
0000050279-000	USA W-024793	02/01/1954	BK 21 PG 509	LINCOLN
0000050285-000	USA W-033951	07/01/1955	BK 286 PG 640	LINCOLN
0000050287-000	USA W-038682	09/01/1956	BK 286 PG 640	LINCOLN
0000050288-000	USA W-038682-A	09/01/1956	BK 30 PG 138	LINCOLN
0000050291-000	USA W-049959	06/01/1957	BK 15 PG 334	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 22 PG 22	LINCOLN
0000050293-000	USA W-052064	02/01/1948	BK 22 PG 22	LINCOLN
0000050294-000	USA W-052065	02/01/1948	BK 22 PG 32	LINCOLN
0000050300-000	USA W-066369	07/01/1958	BK 32 PG 32	LINCOLN
0000050301-000	USA W-066370	10/01/1958	BK 296 PG 257	LINCOLN
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN
0000050304-000	ST WY 0-11135	05/16/1951	BK 86 PG 268	LINCOLN
0000050305-000	ST WY 0-11137	05/16/1951	BK 86 PG 268	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 305 PG 341	LINCOLN
0000050309-001	SELMER G LARSON	01/08/1957	BK 23 PG 512	LINCOLN
0000050309-002	NEWT SIMS	12/15/1956	BK 24 PG 335	LINCOLN
0000050309-003	WILLIAM J MCGINNIS ET UX	11/13/1956	BK 286 PG 640	LINCOLN
0000050312-000	ST WY 0-11136	05/16/1951	BK 286 PG 640	LINCOLN
0000050318-000	GEORGE E YEAMAN ET UX	11/29/1956	BK 22 PG 39	LINCOLN
0000050320-001	CYRIL HOUSLEY ET UX	11/14/1956	BK 22 PG 39	LINCOLN
0000050320-002	AUGUSTA B MARX	11/19/1956	BK 18 PG 217	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 18 PG 217	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 89 PG 52	LINCOLN
0000057808-000	USA EV-026240	11/01/1950	BK 305 PG 26	LINCOLN
0000057810-000	USA W-025765	06/01/1954	BK 305 PG 30	LINCOLN
0000075007-000	USA WY-088276	07/01/1961	BK 30 PG 22	LINCOLN
0000050328-000	LINCOLN COUNTY, WYOMING	05/08/1957	BK 22 PG 176	LINCOLN
0000050329-000	WY STATE HWY COMMISSION	08/22/1958	BK 30 PG 102	LINCOLN
0000050274-000	USA W-020123-A	04/01/1958	BK 34 PG 127	SUBLETTE
0000050275-000	USA W-025407-A	05/01/1954	BK 34 PG 129	SUBLETTE
0000050276-000	USA W-020123	04/01/1953	BK 34 PG 125	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 34 PG 123	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 34 PG 121	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 34 PG 105	SUBLETTE

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050283-000	USA EV-025440	03/01/1955	BK 34 PG 119	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 34 PG 117	SUBLETTE
0000050286-000	USA W-036054	04/01/1956	BK 34 PG 115	SUBLETTE
0000050290-000	USA W-047412	09/01/1958	BK 34 PG 113	SUBLETTE
0000050295-000	USA W-05751	06/01/1956	BK 34 PG 97	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 34 PG 111	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 33 PG 419	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 34 PG 109	SUBLETTE
0000050299-000	USA W-059585	07/01/1947	BK 34 PG 107	SUBLETTE
0000050303-000	USA EV-08051-B	04/01/1958	BK 34 PG 103	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 34 PG 99	SUBLETTE
0000050307-000	ANDERSON L MCGINNIS, ET UX	12/26/1956	BK 34 PG 101	SUBLETTE
0000050311-000	USA W-048781	06/01/1956	BK 41 PG 98	SUBLETTE
0000057809-000	USA W-059091	08/01/1949	BK 41 PG 100	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 6: All
Section 7: All
Section 18: All
Section 19: Lot 1, NENW, N2NE
Lincoln County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 4: S2S2
Section 5: SESE
Section 8: E2E2
Section 9: All
Section 17: All
Section 18: Lots 3, 4, S2NE, E2SW, SE
Section 19: All
Section 20: All
Section 30: All
Section 31: All
Sublette County, Wyoming

Township 26 North, Range 113 West, 6th P.M.
Resurvey Lot 37: All (All of Original Sections 1, 12, and 13)
Resurvey Lot 38: All (N2N2 of Original Section 24)
Resurvey Lot 39: All (S2N2 of Original Section 24)
Section 2: All
Section 3: Lots 1, 8, 9, E2SE, SWSE
Section 10: NE, S2
Section 11: All
Section 14: All
Section 15: All
Section 22: N2N2
Section 23: Lot 1, NWNE, N2NW
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 27: NE, NENW, N2SE, SESE
Section 34: E2E2
Section 35: All
Section 36: All
Sublette County, Wyoming

B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 286 PG 640	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 286 PG 640	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 24 PG 335	LINCOLN

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050294-000	USA W-052065	02/01/1948	BK 286 PG 640	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 22 PG 439	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 35 PG 543	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 19 PG 353	LINCOLN
0000050275-000	USA W-025407-A	05/01/1954	BK 15 PG 334	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 15 PG 334	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 22 PG 22	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 22 PG 22	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 32 PG 32	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 22 PG 39	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 18 PG 217	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 18 PG 217	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 21 PG 272	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
E2, E2W2, NWNW of the Approximate North 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 1) and NE, NWSE, E2NW of the Approximate Middle 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 12)
Lincoln County, Wyoming

Township 26 North, Range 112 West, 6th P.M.
Section 6: Lot 1, 2, 3, 4, 5, 6, 9, SENW, SWNE, NESW and that portion of the bed of the Green River that is riparian to Lot 6
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 36: E2, E2W2
Sublette County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, 5, 6, 7, 8, W2E2, E2W2, NENE and that portion of the bed of the Green River that is riparian to Lots 3, 4, 7 and 8
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E2W2, W2SE, SWNE, NWNE, and that portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12
Section 19: Lots 2, 3, 4, E2W2, S2SE, NWSE
Sublette County, Wyoming

C. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

GRB 44-14 Well
Township 26 North, Range 113 West, 6th P.M.
Section 14: NENW
Lincoln County, Wyoming

II. NORTH LABARGE DEEP UNIT

A. INITIAL FRONTIER PARTICIPATING AREA SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050131-000	USA W-48904	01/01/1940	BK 89 PG 76	SUBLETTE
0000050133-000	USA EV-010270-B	10/16/1939	BK 89 PG 112	SUBLETTE
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE
0000050135-000	USA W-0256494	01/01/1950	BK 89 PG 132	SUBLETTE
0000050136-000	USA EV-026191	03/01/1950	BK 89 PG 132	SUBLETTE
0000050137-000	USA W-048780	07/01/1947	BK 89 PG 89	SUBLETTE
0000050138-000	USA EV-022209	06/01/1952	BK 88 PG 789	SUBLETTE
0000050139-000	USA W-9653	01/01/1950	BK 89 PG 132	SUBLETTE

1-23-8102

Form 3106-5
(September 1970)
(formerly 3120-13)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT & BUDGET NO. 42-R1399

Serial No.
W-35398

278145

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

ALLEN K. TRUE
P. O. Box 411
Casper, Wyoming 82601

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease hereof effective *(date)* SEP 1 1972, hereby transfers and assigns to the assignee shown above, the following record title interest in and to such lease as specified below:

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼SE¼
Section 17: NE¼

containing 200.00 acres, more or less in Sublette County, Wyoming.

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? none

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved? None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day, averaged on the monthly basis is 15 barrels or less.

I CERTIFY, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of July, 1972.

Helen M. Stevenson
(Assignor's Signature)

P. O. Box 12803
(Assignee's Address)

El Paso, Texas 79912
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective SEP 1 1972

By Glenna W. Lane
(Authorized Officer)

Oil & Gas Section
(Title)

AUG 23 1972
(Date)

NOTICE: This may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

ORIGINAL

599

RECORDED Apr 14, 2000
IN BOOK 114 at Pg 599
FEES $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy Lee

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

MAR 23 2000

BUREAU OF LAND MANAGEMENT

600

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

MAR 2 3 2000

BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)*

3. Has assignee complied with qualification requirements? ☐ Yes ☐ No *(See Specific Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, if the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

4. What part of the record title interest is being retained? None

(Assignee's signature)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this assignment, save the acknowledgment only which is the only addition to Official Form 3106-5.

It is agreed that (assignee) (assignee) will pay all rentals, royalties or payments out of production of oil created herein, which may be due and payable under the terms of the lease from and after the date upon which this assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

BY acceptance of this Assignment, Assignee agrees that it shall not forfeit its interest in the oil and gas lease hereby assigned by reason of non-payment of annual delay rental unless Assignee has first given to Assignor written notice of the date upon which such delay rental is payable. Should Assignor so demand in writing within fifteen (15) days from the date of Assignee's notice, Assignee agrees to re-assign to Assignor the interest in said oil and gas lease by an instrument in recordable form. Assignee shall not be liable to Assignor in damages or otherwise for failure to give the above referred to notice if such failure is due to mistake or oversight.

Assignment approved as to the lands described below:

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

Form 3106-5

STATE OF }
COUNTY OF } ss.

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 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

Notary Public

ORIGINAL

Received - Denver
MAR 2 9 2000
Tom Brown, Inc.

[redacted] [redacted] [redacted]

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1983 DEC -2 AM 8:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-[illegible]

Lease Serial No.
W 35398

Lease effective date
July 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

278146

1. Assignee's Name

H.O.W. Resources Inc., a Colorado corporation

Address (*include zip code*)
4835 Lougheed Highway
Burnaby, British Columbia

The undersigned, as owner of 9.9 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼ SE¼
Section 17: NE¼
containing 200.00 acres, more or less in Sublette County, Wyoming

This assignment is limited to operating rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW¼ of Section 5 T27N-R111W, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	9.0%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of November, 1983.
BACKER RESOURCES, INC.

By: [signature]
(Assignor's Signature)
David M. Mercier, President

P.O. Box 10354
1040-609 Granville St.
(Assignor's Address)
Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1984

By [signature]
(Authorized Officer)
Acting Chief, Oil & Gas Section
(Title)

JUL 30 1984
(Date)

ORIGINAL

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

601

RECORDED April 21, 1972 at 10:45 A.M.
IN BOOK 114 Q+G PAGE 601
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L. Howes

Received - Denver
MAR 28 2000
Tom Brown, Inc.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 23 2000
BUREAU OF LAND MANAGEMENT

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23RD day of NOVEMBER, 1983

H.O.W. RESOURCES INC.
a Colorado corporation

By: _____ 4835 Lougheed Highway
(Assignee's Signature) (Assignee's Address)

Title: PRESIDENT

Burnaby, British Columbia V5C 4A7
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

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

MAR 23 2000

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1983 DEC -2 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W 35398

Lease effective date
July 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Sovereign Investments, Inc., a California corporation

Address (include zip code) P.O. Box 10354
~~660 - 409~~ Granville Street
Vancouver, British Columbia ~~V6C 1T2~~ V7Y 1G5

#1040-609

The undersigned, as owner of 10.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼ SE¼
Section 17: NE¼
containing 200.00 acres, more or less in Sublette County, Wyoming

This assignment is limited to operating rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW¼ of Section 5 T27N-R111W, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	0.6%
4. Specify interest or percent of operating rights being retained by assignor	9.9%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of November, 1983.

BACKER RESOURCES, INC.

By: [signature]
(Assignor's Signature)
David M. Mercier, President

P.O. Box 10354
1040-609 Granville St.
(Assignor's Address)

Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1984

By [signature]
(Authorized Officer)
ACTING Chief, Oil & Gas Section
(Title)

ORIGINAL
JUL 30 1984
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

603

RECORDED April 14, 2000 at 10:45 A.M.
IN BOOK 114 OF PAGE 603
FEES $ 8.00
CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L. Hauer

278147

Received - Denver
MAR 28 2000
Tom Brown, Inc.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 23 2000
BUREAU OF LAND MANAGEMENT

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached..

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of November, 1983.

SOVEREIGN INVESTMENTS, INC.,
a California corporation

By: [signature]
(Assignee's Signature)

P.O. Box 10354
#1040 - 609 Granville Street
(Assignee's Address)

SOUTH

Title: PRESIDENT

Vancouver, British Columbia, Canada V7Y1G5
(City) (State) (Zip Code)

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INSTRUCTIONS

1. *Use of Form* — Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

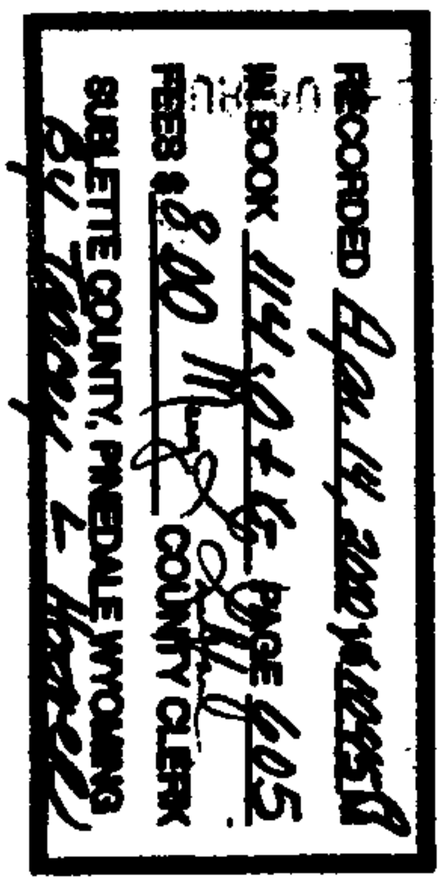
EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

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

MAR 23 2000

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] 033-089



278148

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 DEC -2 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W 35398

Lease effective date
July 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Gallahad Petroleum, Inc.,
a Colorado corporation

Address (include zip code) P.O. Box 10354
~~904-750 West Pender Street~~ GRANVILLE STREET
Vancouver, British Columbia ~~V6C 2V7~~ V7Y1G5

#1040-609

The undersigned, as owner of 12.0 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼ SE¼
Section 17: NE¼
containing 200.00 acres, more or less in Sublette County, Wyoming

This assignment is limited to operating rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW¼ of Section 5 T27N-R111W, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	11.1%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of November, 1983.

BACKER RESOURCES, INC.

By: _____
(Assignor's Signature)
David M. Mercier, President

P.O. Box 10354
1040-609 Granville St.
(Assignor's Address)

Vancouver, British Columbia, Canada V7Y 1G
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1984 By _____
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title) ORIGINAL (Date) JUL 30 1984

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

605

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 23 2000
BUREAU OF LAND MANAGEMENT

Received - Denver
MAR 28 2000
Tom Brown, Inc.

6016

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of November, 1983.

GALLAHAD PETROLEUM, INC.,
a Colorado corporation
By: [signature]
(Assignee's Signature)

P.O. Box 10354
#1040-609 GRANVILLE
~~904-750 West Pender~~ Street
(Assignee's Address)

Title: PRESIDENT

Vancouver, British Columbia V7Y1G5
(City) (State) (Zip Code)

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2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

SUSPENSE

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

MAR 23 2000

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

833-860

[redacted] [redacted] [redacted]

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1983 DEC -8 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W 35398

Lease effective date
July 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Vel Industries, Inc., a Washington corporation

Address *(include zip code)*
339 Bayside Road
Bellingham, Washington 98225

The undersigned, as owner of 11.1 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)
Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼ SE¼
Section 17: NE¼
containing 200.00 acres, more or less in Sublette County, Wyoming

This assignment is limited to operating rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW¼ of Section 5 T27N-R111W, 6th P.M.

RECORDED April 14, 1983
IN BOOK 114 Oil & Gas
FEE $8.00
SUBLETTE COUNTY, PINEDALE WYOMING
278149

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 23 2000
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	0.6%
4. Specify interest or percent of operating rights being retained by assignor	10.5%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21ST day of November, 1983.
BACKER RESOURCES, INC.

By: D Mercier
(Assignor's Signature)
David M. Mercier, President

P.O. Box 10354
1040-609 Granville St.
(Assignor's Address)

Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1984

By Rebecca H. Hampton
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

JUL 30 1984
(Date)

ORIGINAL

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

607

Received - Denver
MAR 28 2000
Tom Brown, Inc.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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

MAR 23 2000

BUREAU OF LAND MANAGEMENT

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5 day of DECEMBER, 1983.

WEL INDUSTRIES, INC., a Washington corporation

By: _____ 339 Bayside Road
(Assignee's Signature) (Assignee's Address)

Title: PRESIDENT

Bellingham, Washington 98225
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing *fee must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit; at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

[redacted] [redacted] [redacted]

033-080

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1985 DEC 6 AM 9:30

Lease Serial No. W-35398

Lease effective date July 1, 1972

PART I

1. Assignee's Name

SOVEREIGN INVESTMENTS, INC.

RECEIVED
CHEYENNE, WYOMING

Address (include zip code)
P. O. Box 10354
Vancouver, B.C., Canada V7Y 1G5

The undersigned, as owner of 9.0 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼SE¼
Section 17: NE¼

containing 200.0 acres, more or less
Sublette County, Wyoming

This Assignment is limited to Operating Rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW¼ Section 5, Township 27 North, Range 111 West, 6th P.M.

RECORDED April 14, 1986
IN BOOK 114 PAGE 609
FEB 8 8:00 AM
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible] DEPUTY CLERK

278150

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

Received - Denver
MAR 2 8 2000
Tom Brown, Inc.

MAR 2 3 2000
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	.9% of 8/8ths
4. Specify interest or percent of operating rights being retained by assignor	8.1% of 8/8ths
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.2%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of OCTOBER, 1985, effective as of June 1, 1985.

BACKER RESOURCES, INC.
By D.W. Mercier
PRESIDENT (Assignor's Signature)

P. O. Box 10354
(Assignor's Address)

Vancouver, B. C., Canada V7Y 1G5
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION (Title) MAY 30 1986 (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

609

ORIGINAL

PART II 6010

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18TH day of OCTOBER, 19 85.

SOVEREIGN INVESTMENTS, INC.

per: D. Mercier
(Assignee's Signature) PRESIDENT

P. O. Box 10354
(Assignee's Address)

Vancouver, B. C., Canada V7Y 1G5
(City) (State) (Zip Code)

O.K. PTS

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.
3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

BUREAU OF LAND MANAGEMENT
MAR 2 3 2000
CERTIFIED
to be a true and comparative copy
of the official records on file

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

91 SEP 23 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

W-35398

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* American Energies Corporation
   Street 155 North Market, Suite 710
   City, State, ZIP Code Wichita, Kansas 67202

*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 27 North, Range 111 West, 6th P.M. Section 8: SW/4 SE/4 Section 17: NE/4 Operating Rights to 11,391 feet In Sublette County, Wyoming	2.475%	2.475%			

RECORDED Apr 14, 2000 AM
IN BOOK 114 at 4 PAGE 611
FEES $8.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
By Tracey L Hoover

278151

Received - Denver
MAR 28 2000
Tom Brown, Inc.

CERTIFIED
to be a true and comparative copy
of the official records on file
BUREAU OF LAND MANAGEMENT
MAR 23 2000
BUREAU OF LAND MANAGEMENT

ORIGINAL

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

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective OCT 01 1991

By Pamela J. Lewis (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

OCT 01 1991 (Date)

611

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.

ORIGINAL

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 23 2000
BUREAU OF LAND MANAGEMENT

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 either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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 17th day of Sept, 19 91

Name of Transferor Space Resources, Inc.
Please type or print

Transferor By: Alan L. DeGood
or (Signature)
Attorney-in-fact Alan L. DeGood, Vice-President
(Signature)

444 Pine Street
(Transferor's Address)

St. Paul, Minnesota 55101
(City) (State) (Zip Code)

Executed this 17th day of Sept, 19 91

American Energies Corporation

Transferee By: Alan L. DeGood
or (Signature)
Attorney-in-fact Alan L. DeGood, Vice-President
(Signature)

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

AFFIDAVIT

AFFIANT, RODNEY G. MELLOTT, being first duly sworn, upon oath deposes and says:

THAT he is Vice President – Land for TOM BROWN, INC., 555 17th Street, Suite 1850, Denver, Colorado, 80202-3198.

THAT Tom Brown, Inc. owns a leasehold interest in the following described oil and gas leases (the "Subject Leases"):

Serial Number:	W-68117
Date of Lease:	July 1, 1979
Lessor:	United States of America
Lessee:	Ole M. Hanson
Legal Description:	Township 27 North, Range 111 West Section 8: S/2SW/4 Section 17: W/2 Section 20: NW/4, SE/4, NW/4SW/4, S/2SW/4 Sublette County, Wyoming Containing 840.00 acres, more or less

Serial Number:	W-51347
Date of Lease:	August 1, 1975
Lessor:	United States of America
Lessee:	Ada Wood
Legal Description:	Township 27 North, Range 111 West Section 5: W/2 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4 Sublette County, Wyoming Containing 960.00 acres, more or less

THAT, on July 24, 1981, Energetics, Inc. and True Oil Company executed a Pooling Agreement pooling their respective working interests in the Subject Leases as to the W/2 of Section 8, Township 27 North, Range 111 West, Sublette County, Wyoming. A true copy of said Pooling Agreeement is attached hereto as Exhibit One.

FURTHER AFFIANT sayeth not.

Rodney G. Mellott

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 27th day of March, 2000 by Rodney G. Mellott.

Witness my hand and official seal.

My Commission Expires:

4/3/2000

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

278161

RECORDED April 17, 00 @ 9:25AM
IN BOOK 114 O+G PAGE 613
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

EXHIBIT ONE
Attached to and made a part of
that certain Affidavit dated March 23, 2000

POOLING AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 1981, by and between all parties subscribing, ratifying or consenting hereto, as follows:

1. The parties hereto own working interests under the oil and gas leases and lands subject to this agreement, and desire to pool and combine their respective interests for the purpose of developing and producing the pooled substances in accordance with the terms and conditions of this agreement in order to promote conservation and to provide for the most economic development for the oil and gas underlying said lands, and to amend the assignments of the oil and gas leases subject to this agreement to this effect for the purpose of development and production of the pooled hydrocarbons in accordance with the terms and conditions of this agreement.

2. The lands covered by this agreement (hereinafter referred to as "pooled area") are the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.

Section 8: W/2

containing 320 acres, more or less.

3. The oil, gas and other hydrocarbons produced hereunder shall hereinafter be referred to as "pooled hydrocarbons."

4. Attached hereto and made a part of this agreement for all purposes is Exhibit A showing the oil and gas leases covering the lands within the pooled area.

5. All of the interests of the parties hereto in the pooled area are hereby combined and pooled for the purpose of creating one unit for the production, storage, processing and marketing of pooled hydrocarbons.

6. The pooled area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all pooled substances produced therefrom shall be allocated among the various leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement. All operations conducted on the pooled area shall be in accordance with the Operating Agreement attached hereto and made a part hereof as Exhibit B.

[redacted] [redacted] [redacted]

7. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement.

8. Lessees shall not be required to measure separately pooled substances by reason of the diverse ownership thereof, except for purposes of landowner's royalty payments, but such lessees shall not be released from drainage of pooled substances by a well or wells which may be drilled off-setting the pooled area.

9. The commencement, completion, shutting-in, continued operating or production of a well or wells for pooled substances on the pooled area shall be construed and considered as the commencement, completion, shutting-in, continued operation or production on each and all of the lands within and comprising said pooled area, and operations or production as to each lease committed hereto. Nothing herein contained shall be construed as creating an obligation to conduct any operations on the pooled area.

10. This agreement shall be subject to all applicable federal and state laws or executive orders, rules and regulations and no party hereto with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

11. It is understood and agreed that it is the purpose, intent and effect of this agreement to pool all oil, gas and associated liquid hydrocarbon interests owned by any of the undersigned in the pooled area.

12. This agreement shall remain in force and effect for so long as pooled substances are produced in commercial quantities, unless sooner terminated by agreement of the parties. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the pooled area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction, and the leases subject hereto shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

13. The covenants herein shall be construed to be covenants running with the land with respect to the pooled interests of the parties hereto and

their successors in interest until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest.

14. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

15. This agreement may be executed in any number of counterparts to the same effect as though all parties had executed the same instrument.

16. This agreement shall be binding on each party executing the original or a counterpart hereof regardless of whether it is executed by any other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written, effective as of February 27, 1981, the date of first production.

ENERGETICS, INC.

By: _____
Gene W. Anderson, Vice-President, Land

TRUE OIL COMPANY

By: _____
L. D. MILLIKEN
Attorney-In-Fact

EXHIBIT "A"

Attached to and made a part of
Pooling Agreement between TRUE
OIL COMPANY and ENERGETICS, INC.
dated July 24, 1981.

LEASES SUBJECT TO THIS AGREEMENT

W-68717
S/2 SW/4, Section 8-27N-111W

W-51347
NW/4, N/2 SW/4, Section 8-27N-111W

618

AFFIDAVIT OF PRODUCTION

AFFIANT, RODNEY G. MELLOTT, being first duly sworn, upon oath deposes and says:

THAT he is Vice President – Land for TOM BROWN, INC., 555 17th Street, Suite 1850, Denver, Colorado, 80202-3198.

THAT Tom Brown, Inc. owns a leasehold interest in the following described oil and gas lease (the "Subject Lease"):

Serial Number:	W-58724
Date of Lease:	May 1, 1977
Lessor:	United States of America
Lessee:	John P. Cuccia
Recorded:	Book 54, Page 470, Sublette County, Wyoming
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 19: Lots 1 – 4, SW/4NE/4, E/2W/2, W/2SE/4 Section 30: Lots 1 – 3, E/2, E/2W/2 Sublette County, Wyoming Containing 973.53 acres, more or less

THAT Tom Brown, Inc. operates the following described well(s) located on the Subject Lease or on lands pooled or communitized therewith:

Federal 10-19
Township 27 North, Range 111 West
Section 19: NW/4
Sublette County, Wyoming

Federal 40-19
Township 27 North, Range 111 West
Section 19: SE/4
Sublette County, Wyoming

Federal 10-30
Township 27 North, Range 111 West
Section 30: NW/4
Sublette County, Wyoming

Federal 40-30
Township 27 North, Range 111 West
Section 30: SE/4
Sublette County, Wyoming

278162

RECORDED April 17, 00 10:35AM
IN BOOK 114 O&G PAGE 618
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Locke

THAT the above described well(s) was/were drilled, completed and capable of producing oil, gas and associated hydrocarbons before the end of the primary term of the Subject Lease and that the above described well(s) has/have produced continuously pursuant to the terms of the Subject Lease since the end of the primary term of the Subject Lease. The Subject Lease is therefore held by production.

FURTHER AFFIANT sayeth not.

Rodney G. Mellott

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 17th day of March, 2000 by Rodney G. Mellott.

Witness my hand and official seal.

My Commission Expires:
4/2/2000

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

AFFIDAVIT OF PRODUCTION

AFFIANT, RODNEY G. MELLOTT, being first duly sworn, upon oath deposes and says:

THAT he is Vice President – Land for TOM BROWN, INC., 555 17th Street, Suite 1850, Denver, Colorado, 80202-3198.

THAT Tom Brown, Inc. owns a leasehold interest in the following described oil and gas lease (the "Subject Lease"):

Serial Number:	W-63490
Date of Lease:	June 1, 1978
Lessor:	United States of America
Lessee:	The Superior Oil Company
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 32: Lot 2, NW/4, N/2SW/4 Sublette County, Wyoming Containing 269.65 acres, more or less

THAT Tom Brown, Inc. operates the following described well(s) located on the Subject Lease or on lands pooled or communitized therewith:

Federal 10-32
Township 27 North, Range 111 West
Section 32: NW/4
Sublette County, Wyoming

THAT the above described well(s) was/were drilled, completed and capable of producing oil, gas and associated hydrocarbons before the end of the primary term of the Subject Lease and that the above described well(s) has/have produced continuously pursuant to the terms of the Subject Lease since the end of the primary term of the Subject Lease. The Subject Lease is therefore held by production.

FURTHER AFFIANT sayeth not.

Rodney G. Mellott

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 27th day of March, 2000 by Rodney G. Mellott.

Witness my hand and official seal

My Commission Expires:
4/5/2003

JANET L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

278163

RECORDED April 17, 00 10:25AM
IN BOOK 114 O+G PAGE 619
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

620 pH. Rel. Bk 22 Rel. pg. 735 7-29-03

SOBlkbe Co.
WY

ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS, AND OTHER RIGHTS

This ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS, AND OTHER RIGHTS (this "Assignment") is made and entered into effective as of the 22nd day of March, 2000, by **WELLS FARGO BANK (TEXAS), N.A.**, a national banking association, whose mailing address for purposes hereof is 633 Seventeenth Street, 3rd Floor North Tower, Denver, Colorado 80270 (the "Assignor"), in favor of **BANK ONE, TEXAS, NATIONAL ASSOCIATION**, a national banking association (the "Assignee"), whose address for purposes hereof is P.O. Box 2629, Houston, Texas 77252-2629.

W I T N E S S E T H:

WHEREAS, the Assignor is the owner and holder of that certain promissory note described as follows:

> Promissory note dated November 3, 1997, in the face amount of Twenty Million Dollars ($20,000,000.00), executed by Ultra Petroleum Corp., Ultra Petroleum (USA) Inc., and Ultra Resources, Inc. (collectively, the "Borrowers"), payable to the order of Assignor (as heretofore renewed, extended, or rearranged, the "Note");

and

WHEREAS, Assignor is the beneficial owner and holder of all rights, titles and interests under those certain security instruments, more particularly described in Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments"); and

WHEREAS, the Assignor has agreed to assign to the Assignee the Note, the indebtedness evidenced by the Note, the rights of Assignor under the Security Instruments, and certain other rights and interests as described hereinbelow;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF INTERESTS. The Assignor has TRANSFERRED, GRANTED, ASSIGNED, SOLD, CONVEYED, and DELIVERED, and does hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY and DELIVER unto the Assignee and its legal representatives, successors, and assigns, without recourse and without representation or warranty, either express or implied, statutory or otherwise, except as expressly provided hereinafter, the Note, the right to payment of the indebtedness evidenced thereby, and any and all rights, titles, interests, liens, security interests, claims, priorities, demands, and equities now or hereafter existing in favor of the Assignor in connection therewith or as security therefor, including, without limitation, those existing under the Note and the Security Instruments not heretofore released (all of the foregoing being the

278179

RECORDED April 17, 00 at 1:30 PM
IN BOOK 114 OR PAGE 620
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Saxton

2414595.1/M:rwalls:003566.00122:03/21/0:1:51PM

"Assigned Interests"); TO HAVE AND TO HOLD the Assigned Interests unto the Assignee and its legal representatives, successors, and assigns forever.

2. WARRANTIES. The assignment by the Assignor made and evidenced hereby is made without recourse and without representation or warranty of any kind, whether express or implied, statutory or otherwise, except that the Assignor represents and warrants to the Assignee that:

(i) the Assignor is the owner of the Note and the right to payment of the indebtedness evidenced thereby;

(ii) the Assignor has the full right and authority to transfer and convey the Note, the right to payment of the indebtedness evidenced thereby, and the rights, titles, interests, liens, security interests, claims, priorities, demands and equities now or hereafter existing in connection therewith or as security therefor being transferred and conveyed hereby;

(iii) the execution and delivery by the Assignor of this instrument are within the corporate power of the Assignor and have been duly authorized by all necessary corporate action by the Assignor; and

(iv) the Assignor has not assigned, mortgaged, hypothecated, granted a security interest in, or otherwise encumbered any of the Assigned Interests to any other party.

3. Endorsement and Delivery. The Assignor, to further evidence said transfer, did endorse the Note, "Pay to the order of BANK ONE, TEXAS, NATIONAL ASSOCIATION, without warranty, representation, or recourse whatsoever, either express or implied, statutory or otherwise, except as expressly set forth in that certain Assignment of Note, Liens, Security Interests, and Other Rights dated as of March 22, 2000" and did deliver the Note and the original Security Instruments in its possession to the Assignee.

4. Further Assurances. The Assignor hereby covenants and agrees to execute such other and further instruments of assignment and/or transfer as may be reasonably necessary to effectuate the purposes of this Assignment, at full expense of Borrower.

5. Independent Investigation. The Assignee joins in the execution hereof to acknowledge that in making the decision to acquire the Assigned Interests and extend credit to the Borrowers, it has, independently and without reliance upon the Assignor or its agents or any of its representatives, officers, directors, or employees, and based upon such documents and information as the Assignee has deemed appropriate, made its own appraisal of and investigation into the business, operations, properties, condition, and creditworthiness of the Borrowers.

6. Reserved Obligations. Notwithstanding any other provisions hereof or in any other agreement, the Borrowers shall remain fully liable to Assignor with respect to all valid and existing obligations and liabilities, if any, regarding indemnification and reimbursement of fees and expenses (collectively, the "Reserved Obligations"), and such Reserved Obligations shall be

excepted and reserved by Assignor from the rights, titles and interests assigned by it to Assignee hereunder, provided, however, such Reserved Obligations shall not be secured by the Security Instruments.

7. Counterparts. For the convenience of the parties, this Assignment may be executed in multiple counterparts. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed as of the 22nd day of March, 2000.

ASSIGNOR:

WELLS FARGO BANK (TEXAS), N.A.

By: _____
Todd Sternette
A. Vice President

ASSIGNEE:

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By: _____
Stephen M. Shatto
Vice President

THE STATE OF COLORADO §
§
COUNTY OF Denver §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Stornetta, Vice President of **WELLS FARGO BANK (TEXAS), N.A.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, as the act and deed of said bank, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of March, 2000.

DIANE C. WAGNER NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES
JUNE 14, 2000

Diane C. Wagner
NOTARY PUBLIC in and for the State of Colorado

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **STEPHEN M. SHATTO**, Vice President of **BANK ONE, TEXAS, NATIONAL ASSOCIATION**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said bank, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, 2000.

NOTARY PUBLIC STATE OF TEXAS
KATHY MOBERLEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 14, 2002

Kathy Moberley
NOTARY PUBLIC in and for the State of Texas

EXHIBIT A
TO
ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS,
AND OTHER RIGHTS

SECURITY INSTRUMENTS

1. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Colorado	December 31, 1997, Doc. 19972128997

EXHIBIT A
TO
ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS,
AND OTHER RIGHTS

SECURITY INSTRUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Jefferson Davis Parish, Louisiana	December 30, 1997, Book 396 MOB, Page 864, and Book 855 COB, Page 609, Entry 549461

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Jefferson Davis Parish, Louisiana	January 22, 1998, Doc. 27-9800101

EXHIBIT A
TO
ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS,
AND OTHER RIGHTS

SECURITY INSTRUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Lea County, New Mexico	December 29, 1997, Book 844, Page 391

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of New Mexico	December 29, 1997, Doc. 971229047

[redacted] [redacted] [redacted]

EXHIBIT A
TO
ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS,
AND OTHER RIGHTS

SECURITY INSTRUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Lavaca County, Texas	January 2, 1998, Volume 140, Page 144

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Texas	January 2, 1998, Doc. 98-001609

EXHIBIT A
TO
ASSIGNMENT OF NOTE, LIENS, SECURITY INTERESTS,
AND OTHER RIGHTS

SECURITY INSTRUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	December 31, 1997, Book 106 O&G, Page 317

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Wyoming	December 29, 1997, Doc. 9736314 1B01

3. Amendment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated July 24, 1998, by and among Wells Fargo Bank (Texas), N.A., and Ultra Petroleum Corp. et al., filed as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	August 5, 1998, Book 72 Mortgage, Page 270

[redacted] [redacted] [redacted]

Sweetwater Co.
WY

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

A POWER OF SALE HAS BEEN GRANTED IN THIS DEED OF TRUST. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR THE TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS DEED OF TRUST.

FROM

ULTRA PETROLEUM (USA) INC.
Taxpayer Identification Number: 84-1241154
and
ULTRA RESOURCES, INC.
Taxpayer Identification Number: 83-0320643
(Mortgagor and Debtor)

TO

Arthur R. Gralla, Jr., Trustee
for the benefit of

BANK ONE, TEXAS, NATIONAL ASSOCIATION
(Mortgagee and Secured Party)
Taxpayer Identification Number: 74-1508719

effective March 22, 2000

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Mortgagor is 16801 Greenspoint Park, Suite 370, Houston, Texas 77060; the mailing address of Mortgagee is P. O. Box 2629, Houston, Texas 77252-2629.

****

This instrument, prepared by Robert H. Walls, JACKSON WALKER L.L.P., 1100 Louisiana, Suite 4200, Houston, Texas 77002-5219, 713-752-4200, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION OF RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in documents described in Exhibit A.

RECORDED DOCUMENT SHOULD BE RETURNED TO: **278180**

JACKSON WALKER L.L.P.
1100 Louisiana, Suite 4200
Houston, Texas 77002-5219
Attn.: Ms. Charsie N. Wallace

RECORDED April 17,00 11:10 A
IN BOOK 114 Misc. PAGE 1029
FEES $ 99.50 COUNTY CLERK
SUBLETTE COUNTY, [illegible] E. WYOMING
By Cathy Sadler

Mod. bk. 135 pg. 136 5/17/07

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

A POWER OF SALE HAS BEEN GRANTED IN THIS DEED OF TRUST. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR THE TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS DEED OF TRUST.

This Mortgage, Deed of Trust, Security Agreement, Financing Statement, and Assignment of Production (this "Deed of Trust") is executed pursuant to the Credit Agreement effective as of March 22, 2000, by and between **ULTRA PETROLEUM (USA) INC.**, a Colorado corporation, and **ULTRA RESOURCES, INC.**, a Wyoming corporation (collectively, "Mortgagor"), and **BANK ONE, TEXAS, NATIONAL ASSOCIATION**, a national banking association (as amended, restated, or supplemented from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Mortgagor, whose mailing address is 16801 Greenspoint Park, Suite 370, Houston, Texas 77060, hereby agrees as follows:

ARTICLE I

GRANT

1.1 Lien. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, mortgaged, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, mortgage, bargain, sell, convey, transfer and assign to Arthur R. Gralla, Jr., Trustee, whose address is c/o Bank One, Texas, National Association, P. O. Box 2629, Houston, Texas 77252-2629, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of **BANK ONE, TEXAS, NATIONAL ASSOCIATION**, a national banking association, the banking quarters for which are in Houston, Harris County, Texas, and the mailing address for which is P. O. Box 2629, Houston, Texas 77252-2629 ("Mortgagee"), WITH POWER OF SALE the following described Property:

(a) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the leases, rights of way, easements, or other documents described in Exhibit A attached hereto and incorporated herein for all purposes, without regard to any surface acreage and/or depth limitations set forth in Exhibit A, and all renewals and extensions thereof and all new leases, rights of

[redacted] [redacted] [redacted]

way, easements, or other documents (i) in which an interest is acquired by Mortgagor after the termination or expiration of any lease, right of way, easement, or other document described in Exhibit A, and (ii) that covers all or any part of the Property described in and covered by such terminated or expired lease, right of way, easement, or other document described in Exhibit A, to the extent, and only to the extent, such new leases, rights of way, easements, or other documents may cover such Property (all of the foregoing in this paragraph A being the "Leases");

(b) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the lands subject to the Leases or otherwise described in Exhibit A (the "Lands"), including, without limitation, the oil, gas, mineral, and leasehold estates in and to the Lands, without regard to any surface acreage and/or depth limitations set forth in Exhibit A;

(c) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to any of the oil, gas, and minerals in, on, or under the Lands, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas, or other minerals from the Leases and/or Lands;

(d) all of the foregoing interests of Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances;

(e) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit A, to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to all or any portion of the Leases and/or the Lands, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any Governmental Authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases and/or the Lands;

(f) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit A, to the extent, and

only to the extent, those contracts and agreements cover or include all or any portion of the Leases and/or the Lands;

(g) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all existing and future permits, licenses, easements, and similar rights and privileges that relate to or are appurtenant to any of the Leases and/or the Lands; and

(h) any and all proceeds, rents, issues, profits, products, revenues and other income arising from or by virtue of the sale, lease or other disposition or, or from any insurance payable with respect to damage, loss or destruction of the collateral described in Subparagraphs (a) through (g) above.

1.2 Security Interest. With respect to all personal property and fixtures comprising a part of the Mortgaged Property, together with all proceeds and products thereof, this Deed of Trust shall likewise be a security agreement, and for the same consideration, and for the purpose of further securing payment and performance of the Indebtedness, Mortgagor hereby grants to Mortgagee a continuing security interest in all improvements and all personal Property of any kind or character defined in and subject to the provisions of the UCC, including, but not limited to, substitutions and replacements for, accessions to, and the proceeds and products from any and all of such improvements and personal Property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Leases and/or the Lands, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal Property and equipment of every kind and character upon, incident, appurtenant, or belonging to and used in connection with the interest of Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Lands and/or the Leases, including, but not limited to, goods that are to become fixtures related to such property and all oil, gas, and other minerals produced or to be produced to the account of Mortgagor from the Leases and/or the Lands and all accounts receivable, general intangibles, and contract rights of Mortgagor in connection with the Lands and/or the Leases, including, but not limited to, oil, gas, and other minerals and all products, substitutions, and exchanges thereof and accounts resulting from the sale thereof arising at any wellhead or minehead located on the Leases and/or the Lands (Mortgagor's interests in the interests described in Paragraph 1.1 and the Lands, the Leases, and the real and personal Property interests hereinabove described being the "Mortgaged Property").

1.3 Assignment of Security. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to Liens securing payment of proceeds from the sale of production from the Mortgaged Property.

1.4 After-Acquired Property. Mortgagor, for the same consideration, hereby grants, mortgages, bargains, sells, conveys, transfers, and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title, or interest which Mortgagor may hereafter acquire or become entitled to in the interests, Properties, Lands, Leases, and premises aforesaid, and in the oil, gas, or other minerals in and under or produced from or attributable to any of the Lands or Leases, which additional right, title, and interest, when

[redacted] [redacted] [redacted]

acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.5 Habendum. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other Property which, by the terms hereof, has or may hereafter become subject to the Liens of this Deed of Trust, together with all rights, hereditaments, and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

ARTICLE II

INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment and performance of the following indebtedness, obligations, and liabilities:

2.1 Specific Obligations. The Obligations, including, without limitation, the indebtedness evidenced by the promissory note dated March 22, 2000, executed by Mortgagor to the order of Mortgagee in the principal sum of FORTY MILLION DOLLARS ($40,000,000), bearing interest and payable as therein provided, and as provided in the Credit Agreement, with final payment due March 1, 2003 (the "Note").

2.2 Additional Indebtedness. (a) . Payment of and performance of any and all present or future obligations of Mortgagor under Commodity Hedge Agreements. "Commodity Hedge Agreements" shall mean any present or future swap agreements, cap, floor, collar, exchange transaction, forward agreement or other exchange or protection agreements relating to crude oil, natural gas, or other hydrocarbons or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Mortgagee.

(b) Payment of and performance of any and all present or future obligations of Mortgagor under any Interest Hedge Agreement entered into by and between Mortgagor and Mortgagee. "Interest Hedge Agreements" shall mean any agreement, device, or arrangement designed to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates of forward rates, applicable to such party's assets, liabilities, or exchange transactions, including, but not limited to, dollar-denominated or cross-currency protection agreements, and forward rate currency or interest rate options, as the same may be amended or modified and in effect from time to time and any and all cancellations, put backs, reversals, terminations, or assignments of any of the foregoing.

(c) Payment of and performance of any and all present or future obligations of Mortgagor under any guaranty in favor of Mortgagee of the Mortgagor's parent's obligations under Commodity Hedge Agreements and Interest Hedge Agreements and all present or future obligations of Mortgagor or its parent under Commodity Hedge Agreements and Interest Hedge Agreements.

2.3 Other and Further Indebtedness. This Deed of Trust is intended to secure a revolving credit line as set forth in the Credit Agreement. If intermediate paydowns by Mortgagor reduce the outstanding Indebtedness to zero, it is intended that the Liens created under this Deed of Trust shall remain in full force and effect as long as any Commitment exists. In addition, it is contemplated that Mortgagor may from time to time borrow additional sums of money from or otherwise be or become obligated to the Mortgagee, and this Deed of Trust is given to secure any and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to Mortgagee for payment, including, without limitation, indebtedness arising by way of guaranty as to obligations of another to Mortgagee and indebtedness originally owed to a party other than Mortgagee but which becomes owing to Mortgagee as a result of Mortgagee having acquired the right to payment thereof. This Deed of Trust shall likewise secure not only the above described indebtedness, but any and all renewals for any period, extensions, and rearrangements of all or any portion thereof; and the Liens under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above described indebtedness. Notwithstanding the foregoing, it is not the intention of the parties hereto to extend the Liens of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any provision of any statute, regulation, rule, ordinance, or order of any applicable jurisdiction or any agency or subdivision of any of such jurisdictions. In this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of any statute, regulation, rule, ordinance, or order of any applicable jurisdiction, or any agency or subdivision of any of such jurisdictions.

2.4 Indebtedness. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations, and liabilities described or referred to in this Article II, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III

WARRANTIES

3.1 Warranty of Title. Mortgagor hereby binds itself, its legal representatives, successors, and assigns, to warrant and forever defend all and singular the Mortgaged Property to the Trustee and the successors and assigns of the Trustee forever against every Person whomsoever lawfully claiming or to claim the same or any part thereof. Notwithstanding that this Deed of Trust covers all of the right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the Mortgaged Property, Mortgagor, for itself, its legal representatives, successors, and assigns, further covenants, represents, and warrants that Mortgagor has good and defensible title to the Mortgaged Property and that the interests of Mortgagor in and to the Leases and/or Lands described in Exhibit A are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest, or other interest payable out of or measured by production set forth in connection with each oil and gas well described in Exhibit A. In the event Mortgagor owns any

other or greater interest, such additional interest is nonetheless included in, covered by, and subject to the liens and security interests created by this Deed of Trust.

3.2 Additional Warranties. For the same consideration, Mortgagor, for itself, its legal representatives, successors, and assigns, covenants, represents, and warrants that:

(a) Leases in Effect. All of the Leases specifically described in Exhibit A are in full force and effect. All covenants, express or implied, in respect of the Leases specifically described in Exhibit A, or of any assignment of any of such Leases, which may affect the validity of any of such Leases, have been performed.

(b) Interests Free of Liens. The interests of Mortgagor in the Mortgaged Property are free and clear of all Liens except for Permitted Liens. All gross production taxes and all taxes as to which non-payment could result in a Lien against any of the Mortgaged Property have been paid.

ARTICLE IV

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness, Mortgagor, for itself, its legal representatives, successors, and assigns, covenants and agrees as follows:

4.1 Maintenance of Leases. Mortgagor will keep and continue all Leases, estates, and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases which have not terminated by their terms without the prior written consent of Mortgagee.

4.2 Maintenance of Property. Mortgagor will keep and maintain all improvements, personal Property, and equipment now or hereafter situated on the Lands and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as may be required for replacement when otherwise in compliance with the provisions of this Deed of Trust and the Credit Agreement.

4.3 Pooling or Unitization. Mortgagor may, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would be, in the reasonable judgment of Mortgagor, advisable to do so. Immediately after the formation of any pool or unit in accordance herewith, Mortgagor will furnish to Mortgagee a conformed copy of the pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged

Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to the Liens hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit A.

4.4 Operation of Mortgaged Property. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells now or hereafter located thereon continuously and in a prudent and workmanlike manner in accordance with the best usage of the field and in accordance with all applicable Requirements of Law. Mortgagor will comply with all material terms and conditions of the Leases and each assignment or contract obligating Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower Mortgagor to bind the Trustee or Mortgagee to any contract or obligation or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by Mortgagor.

4.5 Compliance with Operating Agreements. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; and will not take any action to incur any liability or Lien (other than Permitted Liens) thereunder.

4.6 Access to Mortgaged Property. Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees, at the expense of Mortgagor, at all reasonable times to go upon, examine, inspect, conduct environmental audits and other testing of, and remain on, the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon at Mortgagee's own risk and subject to safety standards applicable in the industry, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

4.7 Waivers. Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshaling of assets, sale in inverse order of alienation, notices, appraisements, redemption, and any prerequisite in the event of foreclosure of the Liens created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the Liens of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds, or income, and without affecting the Liens hereof as to the part or parts of the Mortgaged Property, proceeds, or income not so released or the right to receive future proceeds and income.

4.8 Compliance with Laws. Mortgagor will comply with all Requirements of Law applicable to the Mortgaged Property and the operations conducted thereon, including, without limitation, the Natural Gas Policy Act of 1978, as amended, and Environmental Laws; and cause all employees, crew members, agents, contractors, and sub-contractors, while such Persons are acting

within the scope of their relationship with Mortgagor, to comply with all such Requirements of Law as may be necessary or appropriate to enable Mortgagor to so comply.

4.9 Hazardous Substances Indemnification. **MORTGAGOR HEREBY INDEMNIFIES AND HOLDS MORTGAGEE, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, AND AFFILIATES AND THE TRUSTEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES, ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS, REMEDIAL ACTIONS, REQUIREMENTS AND ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (A) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER, OR FROM ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, (B) ANY ACTIVITY CARRIED ON OR UNDERTAKEN ON OR OFF ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, AND WHETHER BY MORTGAGOR OR ANY PREDECESSOR IN TITLE, EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR OR ANY OTHER PERSON AT ANY TIME OCCUPYING OR PRESENT ON ANY MORTGAGED PROPERTY, IN CONNECTION WITH THE HANDLING, TREATMENT, REMOVAL, STORAGE, DECONTAMINATION, CLEANUP, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES AT ANY TIME LOCATED OR PRESENT ON OR UNDER SUCH PROPERTY, (C) ANY RESIDUAL CONTAMINATION ON OR UNDER ANY MORTGAGED PROPERTY, (D) ANY CONTAMINATION OF ANY MORTGAGED PROPERTY OR NATURAL RESOURCES ARISING IN CONNECTION WITH THE GENERATION, USE, HANDLING, STORAGE, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE BY MORTGAGOR OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR WHILE SUCH PERSONS ARE ACTING WITHIN THE SCOPE OF THEIR RELATIONSHIP WITH MORTGAGOR, IRRESPECTIVE OF WHETHER ANY OF SUCH ACTIVITIES WERE OR WILL BE UNDERTAKEN IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF LAW, OR (E) THE PERFORMANCE AND ENFORCEMENT OF THIS DEED OF TRUST OR ANY OTHER ACT OR OMISSION IN CONNECTION WITH OR RELATED TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING IN THIS SECTION ARISING FROM NEGLIGENCE, WHETHER SOLE OR CONCURRENT, ON THE PART OF MORTGAGEE OR ANY OF ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, OR AFFILIATES OR THE TRUSTEE; PROVIDED FURTHER THAT NOTHING HEREIN SHALL INDEMNIFY MORTGAGEE FROM ITS GROSS NEGLIGENCE, WILLFUL OR CRIMINAL MISCONDUCT, WITH THE FOREGOING INDEMNITY SURVIVING SATISFACTION OF THE INDEBTEDNESS, THE TERMINATION OF THE CREDIT AGREEMENT, AND THE RELEASE OF THE LIENS CREATED HEREBY.**

4.10 Site Assessments. Mortgagee (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract, at the expense of Mortgagor, for the services of Persons (the "Site Reviewers") to perform environmental site assessments and other tests ("Site Assessments") on all or any portion of the Mortgaged Property (to which Mortgagor is entitled to grant such right) reasonably necessary for the purpose of determining whether any environmental condition exists on any Mortgaged Property which could reasonably be expected to result in any liability, cost, or expense to Mortgagee or any owner, occupier, or operator of such Mortgaged Property. The Site Assessments may be performed

at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon all or any portion of the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessments available to Mortgagor, which, prior to an Event of Default, may at its election participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing all Site Assessments shall be paid by Mortgagor upon demand of Mortgagee and any such obligations shall be Indebtedness secured by this Deed of Trust.

4.11 Performance of Gas Contracts. Mortgagor will perform and observe in all material respects all of its obligations under each contract relating to the sale of gas produced from or attributable to the Mortgaged Property and will not, except in good faith and as the result of arm's length negotiations and with prior written notice to Mortgagee, change, modify, amend or waive any of the terms or provisions of any contract having a term of more than one year or take any other action which would release any other party from its obligations or liabilities under any such contract.

4.12 Covenants Running with the Land. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE V

DEFEASANCE, FORECLOSURE AND OTHER REMEDIES

5.1 Defeasance. Should the Commitment terminate and the Indebtedness be paid, then the conveyance of and security interest in the Mortgaged Property shall become of no further force and effect, and, at the request and expense of Mortgagor, the Lien and security interest granted hereunder shall be released in full, without recourse or warranty; otherwise, it shall remain in full force and effect.

5.2 Events of Default. The occurrence of any Event of Default under the Credit Agreement shall constitute an Event of Default under this Deed of Trust.

5.3 Acceleration and Exercise of Power of Sale. (a) Upon the occurrence of an Event of Default as specified in Sections 7.1(f) or 7.1(g) of the Credit Agreement, the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon shall automatically become immediately due and payable, without presentment, demand, protest, notice

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of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law. Upon the occurrence of any other Event of Default and for so long as same is continuing, Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law.

(b) Upon the occurrence of any Event of Default and for so long as same is continuing, in addition to any other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee and Trustee shall have all of the rights, powers and remedies of a secured party, a mortgagee, a beneficiary under a deed of trust, and a trustee under a deed of trust granted under applicable law. Mortgagee may, without notice, demand or declaration of default, which are hereby waived by Mortgagor, proceed by one or more actions in equity or at law for the seizure and sale of the Mortgaged Property or any portion thereof, for the foreclosure or sale of the Mortgaged Property or any portion thereof by judicial foreclosure by appropriate proceedings in any court of competent jurisdiction, by a trustee's sale, by power of sale or in any other manner then permitted by law, for the specific performance of any covenant or agreement of Mortgagor herein contained or in aid of the execution of any right, power or remedy herein granted, or for the enforcement of any other appropriate equitable or legal remedy and to recover judgment against Mortgagor. In furtherance, and not in limitation, thereof:

(i) Deed of Trust. This Instrument shall constitute a trust deed under Section 34-3-101 *et seq.* of the Wyoming Statutes, as amended and as may be amended from time to time, or any future law containing provisions under which the sale of property securing debts is authorized or permitted; and upon an Event of Default and for so long as same is continuing, Trustee shall, whenever requested by Mortgagee, cause the Mortgaged Property to be sold in accordance with the provisions thereof and hereof.

(ii) Mortgage. This Deed of Trust shall also constitute a mortgage, and upon the occurrence of an Event of Default and for so long as same is continuing, may be foreclosed as to any of the Mortgaged Property by judicial action, by advertisement under power of sale or in any manner then permitted by applicable law; and to the extent, if any, required to cause this Deed of Trust to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Mortgaged Property to Mortgagee, and hereby grants Mortgagee the POWER OF SALE.

(iii) Election. Mortgagee may elect to treat this Deed of Trust, from time to time and at any time, either as a deed of trust or as a mortgage. In the event a sale of the Mortgaged Property under the power of sale shall be commenced by Trustee or Mortgagee, Mortgagee may at any time before the sale of the Mortgaged Property, elect to abandon the sale, and Mortgagee may then institute a suit for the collection

of the Indebtedness and for the foreclosure of this Deed of Trust by judicial action or power of sale. It is agreed that if Mortgagee should institute a suit for the foreclosure of this Deed of Trust by judicial action, Mortgagee may at any time before the entry of a final judgment, dismiss such suit, and then sell, or direct Trustee to sell, the Mortgaged Property under the power of sale herein granted in accordance with the provisions of this Deed of Trust and applicable law.

(iv) Additional Actions. This Deed of Trust shall also constitute and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, mortgage, financing statement and security agreement, and from time to time as any one or more thereof as appropriate under applicable law. Mortgagee shall be entitled to all of the rights, remedies and benefits of a secured party, mortgagee and a beneficiary granted under applicable law; and, to the fullest extent of such law, shall be entitled to enforce such rights, remedies and benefits. Mortgagor intends and hereby grants to Mortgagee all rights, powers and remedies accorded a secured party, mortgagee and a beneficiary under applicable law whether or not such rights, powers and remedies are expressly granted or reserved herein.

(v) Notice, Place and Manner of Sale. Any sale of the Mortgaged Property under this Article 5 shall take place at such place or places and otherwise in such manner and upon such notice as may be required by law; or, in the absence of any such requirement, as Mortgagee may deem appropriate. Mortgagor expressly agrees that Mortgagee or Trustee may offer the Mortgaged Property as a whole or in such parcels or lots as Mortgagee or Trustee elects, regardless of the manner in which the Mortgaged Property may be described.

(vi) Postponement of Sale. Any sale of the Mortgaged Property conducted under this Article 5 may be postponed from time to time as provided by applicable law; or, in the absence of any such provisions, Mortgagee may postpone the sale of the Mortgaged Property or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the Mortgaged Property will not exhaust the power of sale, and sales may be made from time to time until all Mortgaged Property are sold or the Indebtedness is paid in full.

(vii) Right to Purchase. Mortgagee shall have the right to bid or to become the purchaser at any sale made pursuant to the provisions of this Article 5, and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale.

(viii) Conveyance to Purchaser. Any deed, bill of sale or other conveyance executed by or on behalf of Trustee, Mortgagee, the sheriff or other official or party responsible for conducting the sale shall be prima facia evidence of the compliance with all statutory requirements for the sale and execution of such deed, bill of sale or

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other conveyance and will conclusively establish the truth and accuracy of the recitals and other matters stated therein, including, without limitation, nonpayment or nonperformance of the Indebtedness, violation of the terms and covenants contained herein, and the advertisement and conduct of such sale in the manner provided herein or as provided by applicable law. Mortgagor does hereby ratify and confirm all legal acts that Trustee and Mortgagee may do in carrying out the provisions of this Deed of Trust. Any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article 5 will operate to divest all right, title, interest, claim and demand of Mortgagor in and to the property sold and will be a perpetual bar against Mortgagor and shall, subject to applicable law, vest title in the purchaser free and clear of all liens, security interests and encumbrances, including without limitation, liens, security interests and encumbrances junior or subordinate to the liens, security interests and encumbrances created by this Deed of Trust. Upon any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article 5, the receipt by Mortgagee, Trustee, the sheriff or other official or party responsible for conducting the sale, shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Mortgagee, Trustee, the sheriff or such other official or party, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof. Any purchaser at a sale will, subject to mandatory redemption periods, if any, receive immediate possession of the Mortgaged Property purchased, and Mortgagor agrees that if Mortgagor retains possession of the Mortgaged Property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be guilty of forcible detainer, and will be subject to eviction and removal, forcible or otherwise, with or without process of law and all damages to Mortgagor by reason thereof are hereby expressly waived by Mortgagor.

(ix) Federal Transfers. Upon a sale conducted pursuant to this Article 5 of all or any portion of the Mortgaged Property consisting of interests (the "Federal Interests") in leases, easements, rights of way, agreements or other documents and deed of trusts covering, affecting or otherwise relating to federal lands (including, without limitation, leases, easements and rights of way issued by the Bureau of Land Management), Mortgagor agrees to take all action and execute all instruments necessary or advisable to transfer the Federal Interests to the purchaser at such sale, including without limitation, to execute, acknowledge and deliver assignments of the Federal Interests on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements, to seek and request approval thereof and to take all other action necessary or advisable in connection therewith. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact and proxy, with full power and authority in the place and stead of Mortgagor, in the name of Mortgagor or otherwise, to take any such action and to execute any such instruments on behalf of Mortgagor that Mortgagee may deem necessary or advisable

to so transfer the Federal Interests, including without limitation, the power and authority to execute, acknowledge and deliver such assignments, to seek and request approval thereof and to take all other action deemed necessary or advisable by Mortgagee in connection therewith; and Mortgagor hereby adopts, ratifies and confirms all such actions and instruments. Such power of attorney and proxy is coupled with an interest, shall survive the dissolution, termination, reorganization or other incapacity of Mortgagor and shall be irrevocable as long as any obligation remains outstanding or unpaid or any Commitment exists. No such action by Mortgagee shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal Interests, and neither Mortgagor nor any other party may claim that Mortgagee is bound, directly or indirectly, by any such action.

5.4 Rights as Secured Party. Upon the occurrence of any Event of Default, Mortgagee shall be entitled to all of the rights, powers, and remedies afforded a secured party by the UCC with respect to the personal Property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal Property covered hereby.

5.5 Application of Proceeds of Sale. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the enforcement of this Deed of Trust, including, but not limited to, a fee to the Trustee of 5% of the amount realized at the sale, if required by the Trustee;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect;

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

5.6 Substitute Trustee. In the event of the resignation or death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.7 Statements by Trustee. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place,

terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted. Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this Deed of Trust.

5.8 Suit to Collect and Foreclose. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, and to foreclose the Lien of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such Property sold under the judgment or decree of a court of competent jurisdiction.

5.9 Mortgagee or Trustee as Purchaser. Mortgagee or the Trustee may be a purchaser of all or any portion of the Mortgaged Property at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee, upon any other foreclosure of the Lien hereof, or otherwise. Mortgagee or the Trustee so purchasing shall, upon any such purchase, acquire title to the Mortgaged Property so purchased, free of the Lien of this Deed of Trust and free of all rights of redemption in Mortgagor.

5.10 Receiver. In addition to all other remedies herein provided for, after a default has occurred, Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver or receivers of its choice except as may be prohibited by law, for all or any party of the Mortgaged Properties, whether such receivership be incident to a proposed sale of the Mortgaged Properties or otherwise, and Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by Mortgagee.

5.11 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor upon an Event of Default and for so long as same is continuing to act in the name, place, and stead of Mortgagor in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.12 Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants, and terms of this Deed of Trust and the other Loan Documents. The employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. All rights, powers and remedies herein conferred shall be exercisable by Trustee and Mortgagee only to the extent not

prohibited by applicable law; and all waivers and relinquishments of rights and similar matters shall only be effective to the extent such waivers or relinquishments are not prohibited by applicable law.

ARTICLE VI

ASSIGNMENT OF PRODUCTION

6.1 Assignment. In addition to the conveyance to the Trustee herein made and as additional security for repayment of the Indebtedness, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas, and other minerals produced, saved, and sold from the Mortgaged Property and attributable to the interests of Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same. The purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.2 Postponement of Payment. For its convenience, Mortgagee has elected not to exercise immediately its right to receive payment to it directly of the proceeds of any sale of the oil , gas and other minerals produced or sold from the Mortgaged Property and the purchasers may continue to make such payment or delivery of the proceeds to Mortgagor until such time as Mortgagor and the purchasers have received notice that an Event of Default has occurred and is continuing, and that the purchasers are directed to make payment or delivery of the proceeds directly to Mortgagee. Such failure by Mortgagee to exercise its rights immediately shall not in any way waive the right of Mortgagee to receive any of the proceeds, or to make any such demand, or to affect any such assignment as to any proceeds not theretofore paid or delivered to Mortgagor. In this regard, if any of the proceeds are paid or delivered directly to Mortgagee and then, at the request of Mortgagee, the proceeds are, for a period or periods of time, paid or delivered to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future proceeds be again paid or delivered directly to it. Mortgagee shall never be required to send any such notice to all purchasers, and may direct such notice only to those purchasers as it may, in its discretion, desire. It shall never be necessary for Mortgagee to institute legal proceedings to enforce the assignment of hydrocarbons, proceeds, or other rents, profits, or income contained in this instrument. It shall not be necessary for Mortgagee to obtain possession of the Mortgaged Property as a prerequisite to Mortgagee's right to collect or receive any hydrocarbons, other minerals, proceeds, or other rents, profits, or income assigned to Mortgagee under this instrument. Mortgagor and Mortgagee expressly agree and it is the express intention of Mortgagor and Mortgagee that in no event will any reduction in the obligations be measured by the fair market value of the hydrocarbons, other minerals, proceeds, or other rents, profits, or income assigned to Mortgagee under this instrument.

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6.3 Change of Purchaser. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.1, Mortgagee shall have the right, at the expense of Mortgagor, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof. Promptly upon such demand, Mortgagor shall take all necessary and appropriate action to effect such change of connection.

6.4 Application of Proceeds. Mortgagor authorizes and empowers Mortgagee to receive, hold, and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.1, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. Mortgagee may apply all sums attributable to Mortgagor's interest in the proceeds received by Mortgagee pursuant to Section 6.1 net of Mortgagor's lease, operation and tax obligations to the payment of the Indebtedness, application to be made in such manner as Mortgagee may elect. Any proceeds belonging to third parties so received by Mortgagee shall be promptly paid to Mortgagor or to such third parties. After such application has been so made by Mortgagee, the balance of any such sums shall be paid to Mortgagor.

6.5 No Postponement of Installments on Indebtedness. It is understood and agreed that should such payments provided for by Section 6.1 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the Loan Documents, and neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the terms and provisions of the Loan Documents. Likewise, neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the Liens, rights, title, and remedies herein granted securing the Indebtedness or the liability of Mortgagor therefor. The rights under this Article VI are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.6 Turnover to Mortgagee. Should Mortgagor receive any of the proceeds of any sale of oil, gas, or other minerals produced, saved, or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

6.7 Release of Proceeds Upon Payment of Indebtedness. Upon payment in full of all Indebtedness and the termination of the Commitment, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made, without recourse or warranty, by Mortgagee to Mortgagor at its request and its expense.

6.8 Duty of Mortgagee. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.9 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place, and stead of Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

ARTICLE VII

MISCELLANEOUS

7.1 Further Assurances. Upon request of Mortgagee, Mortgagor will promptly correct any defects, errors, or omissions in the execution or acknowledgment of this Deed of Trust or any other Loan Document, and execute, acknowledge, and deliver such other assurances and instruments as shall, in the opinion of Mortgagee, be necessary to fulfill the terms of this Deed of Trust.

7.2 Interest. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any Loan Document seems to indicate any possibility of a different power given to Mortgagee or any authority to ask for, demand, or receive any larger rate of interest, this clause shall override and control, and proper adjustments shall be made accordingly.

7.3 Agreement as Entirety. This Deed of Trust, for convenience only, has been divided into Articles, Sections, and subsections. The rights, powers, privileges, duties, and other legal relations of Mortgagor, the Trustee, and Mortgagee shall be determined from this Deed of Trust as an entirety and without regard to the aforesaid division into Articles, Sections, and subsections and without regard to headings affixed to such Articles, Sections, or subsections.

7.4 Number and Gender. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.5 Rights and Remedies Cumulative. All rights, powers, immunities, remedies, and Liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the Liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent

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concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith, or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this Deed of Trust or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered, and held as cumulative.

7.6 Parties in Interest. This Deed of Trust shall be binding upon the parties and their respective heirs, administrators, legal representatives, successors, and assigns and shall inure to the benefit of the Mortgagee and its legal representatives, successors, and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, administrators, legal representatives, successors, and assigns of such parties. The term "Mortgagee" shall also include any lawful owner, holder, or pledgee of any Indebtedness.

7.7 Supplements. Without in any manner limiting the effect of Section 1.4 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagor, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties subject to the Liens, rights, titles, and interests created by this Deed of Trust by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the Liens, rights, titles, and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.8 Invalidity. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust or any other Loan Document.

7.9 Construction. All titles or headings to Articles, Sections, subsections, or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections, or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection, and Exhibit references herein are to such Articles, Sections, subsections, and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection, or provision of this Deed of Trust.

7.10 Fixtures, Minerals and Accounts. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal Property described hereinabove are or are to become fixtures on the Lands. In addition, the security interest created hereby under applicable provisions of the UCC attaches to minerals, including oil and gas, and accounts resulting from the sale thereof, at the wellhead or minehead located on the Lands.

7.11 Financing Statement Filings. (a) This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all of the Mortgaged Property which is or will become fixtures related to the Lands and Leases and is to be filed for record as a financing statement in the real estate records of each county where any part of the Mortgaged Property (including such fixtures) is situated. Such of the Mortgaged Property which constitute minerals or the like (including oil and gas) or accounts subject to subsection (e) of Section 9.103 of the Texas Business and Commerce Code (and to similar provision, if any, of the Uniform Commercial Code as enacted in any other state where the Mortgaged Property are situated) are or will be financed at the wellhead or minehead of the well or mine located on the Lands described in Exhibit "A". This Deed of Trust shall also be effective as a financing statement covering such minerals or the like (including oil and gas) and such accounts, and, where so permitted or required, it is to be filed for record as such a financing statement in the real estate records for each county where a mortgage on the Mortgaged Property would be filed or recorded. The above goods are or are to become fixtures on the Lands. The record owner of the real estate interest covered by this Deed of Trust is Mortgagor except with respect to leases from the Bureau of Land Management where lessee is owner of record title.

(b) Upon the occurrence of an Event of Default and for so long as same is continuing, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including without limitation, the applicable Uniform Commercial Code as then in effect, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Mortgaged Property and any proceeds thereof wherever located, and for that purpose Mortgagee may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Mortgagee may require Mortgagor to assemble such personal property and make it available to Mortgagee at a place to be designated by Mortgagee that is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Mortgagee of any of its remedies with respect to personal property:

(i) If notice is required by applicable law, Mortgagor agrees that ten days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be deemed reasonable notice to Mortgagor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(ii) If Mortgagee in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any of such property, Mortgagee may sell such property privately or in any other manner deemed advisable by Mortgagee at such price or prices as Mortgagee determines in its sole discretion. Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise

would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held.

7.12 Addresses. For purposes of filing this Deed of Trust as a financing statement, the addresses for Mortgagor, as the debtor, and Mortgagee, as the secured party, are as set forth hereinabove.

7.13 Counterparts. For the convenience of the parties, this Deed of Trust may be executed in multiple counterparts, each of which for all purposes shall be deemed, and may be enforced from time to time as, a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this Deed of Trust with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

7.14 No Waiver by Mortgagee. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.15 Governing Agreement. This Deed of Trust is made pursuant and subject to the terms and provisions of the Credit Agreement. In the event of a conflict between the terms and provisions of this Deed of Trust and those of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control. The inclusion in this Deed of Trust of provisions not addressed in the Credit Agreement shall not be deemed a conflict, and all such additional provisions contained herein shall be given full force and effect.

7.16 Amendment of Prior Mortgages. This Deed of Trust is intended, in part, as an amendment and restatement of those security documents described on Exhibit B hereto or which relate to security documents executed by Mortgagor on properties described on Exhibit B hereto or which relate to security documents assigned to Mortgagee pursuant to the documents described on Exhibit B hereto (collectively, the "Prior Mortgages"), and the liens and security interests created by the Prior Mortgages are preserved and carried forward hereby, provided that this Deed of Trust shall govern and control all rights, covenants and obligations of the parties, and the Prior Mortgages are superseded in whole and restated in full hereby.

7.17 Special Provisions Applicable to Mortgaged Property in Wyoming. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Wyoming:

(a) Mortgagee shall have the right to proceed pursuant to law to foreclose and sell the Mortgaged Property either by advertisement and sale as provided in the laws of the State of Wyoming or by court action, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorneys' fees. Notwithstanding any other provisions of this Deed of Trust, the manner of such foreclosure by advertisement and sale shall be as provided for by Wyoming law.

(b) Upon the occurrence of an Event of Default and during the period of redemption, Mortgagee shall be entitled to immediate possession of the Mortgaged Property and rents and profits therefrom.

(c) Notwithstanding any other provisions of this Deed of Trust, the fee payable to the Trustee hereunder shall not exceed the maximum allowed by Wyoming law.

7.18 Final Payment and Release. Upon the full and final payment of the Indebtedness, this Deed of Trust shall be extinguished and be of no further force and effect; and the Mortgaged Property shall become wholly free and clear hereof and all of the property assigned hereby shall be automatically reassigned to Mortgagor without any further act being required; and the Mortgagee, upon the request and at the expense of Mortgagor, shall promptly deliver to Mortgagor such instruments evidencing the Indebtedness marked "PAID," and Mortgagee or Trustee, or both, as required by applicable law, shall execute and deliver to Mortgagor and others a release or reconveyance of this Deed of Trust and such other instruments of satisfaction as may be appropriate. If upon termination of the Commitment and repayment in full of all Indebtedness, save for the Commodity Hedge Agreements or Interest Hedge Agreements, Mortgagee shall nevertheless agree to release this Deed of Trust and the Liens and Security Interests evidenced hereby upon delivery by Mortgagor of collateral acceptable to the Mortgagee or a letter of credit in an amount equal to Mortgagor's credit exposure to Mortgagee under such Commodity Hedge Agreements or Interest Hedge Agreements.

Except as may be required by applicable law, Mortgagee shall have full power and authority to execute, acknowledge and deliver any release or reconveyance of this Deed of Trust without the joinder therein or execution thereof by Trustee, and any such release of reconveyance shall be binding upon Mortgagee and Trustee. All releases and reconveyances executed in connection with this Deed of Trust shall be without warranty of any kind, express, implied or statutory. Mortgagor shall pay all legal fees and other fees, costs and expenses incurred by Mortgagee and Trustee for preparing and reviewing instruments of termination and release or reconveyance and the execution and delivery thereof and Mortgagee may require payment of the same prior to delivery of such instruments. The release and reconveyance of this Deed of Trust and the termination of the liens and security interests created by this Deed of Trust, shall not terminate or otherwise affect Mortgagee's right or ability to exercise any right, power or remedy relating to any claim for breach of warranty or representation, for failure to perform any covenant or other agreement, under any indemnity or for fraud, deceit or other misrepresentation or omission.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Deed of Trust is executed on the date of the acknowledgment below but effective as of the 22nd day of March, 2000.

MORTGAGOR (DEBTOR):

ULTRA PETROLEUM (USA) INC.

By: _____
Michael D. Watford
Chairman and Chief Executive Officer
Taxpayer Identification Number: 84-1241154

ULTRA RESOURCES, INC.

By: _____
Michael D. Watford
Chairman and Chief Executive Officer
Taxpayer Identification Number: 83-0320643

MORTGAGEE:

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By: _____
Stephen M. Shatto
Vice President
Taxpayer Identification Number: 74-1508719

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing was acknowledged before me by **MICHAEL D. WATFORD**, Chairman and Chief Executive Officer of **ULTRA PETROLEUM (USA) INC.**, a Colorado corporation, and Chairman and Chief Executive Officer of **ULTRA RESOURCES, INC.**, a Wyoming corporation, this 28th day of March, 2000.

WITNESS my hand and official seal.

My Commission Expires:
8/14/02

Kathy Moberley
NOTARY PUBLIC in and for the State of Texas

KATHY MOBERLEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 14, 2002

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing was acknowledged before me by **STEPHEN M. SHATTO**, Vice President of **BANK ONE, TEXAS, NATIONAL ASSOCIATION**, this 28th day of March, 2000.

WITNESS my hand and official seal.

My Commission Expires:
8/14/02

Kathy Moberley
NOTARY PUBLIC in and for the State of Texas

KATHY MOBERLEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 14, 2002

[redacted] [redacted] [redacted]

EXHIBIT A
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

The designation "Working Interest" or "W.I." when used in this Exhibit means an interest owned in an oil, gas, and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, and other similar taxes.

Any reference in this Exhibit to wells or units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest, or properties covered by this Deed of Trust. All right, title, and interest of Mortgagor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

The references to book or volume and page herein refer to the recording location of each respective Mortgaged Property described herein in the county where the land covered by the Mortgaged Property is located.

EXHIBIT A
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

OIL, GAS AND MINERAL INTERESTS

Sublette County, Wyoming

WELL NAME	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
STUD HORSE BUTTE 1-23	22.5500%	18.04000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-N/2NE
STUD HORSE BUTTE 1-24	16.5900%	13.27000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-N/2NE
STUD HORSE BUTTE 3-23	25.1000%	20.08000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-N/2NW
STUD HORSE BUTTE 3-24	20.8800%	16.71000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-N/2NW
STUD HORSE BUTTE 5-23	23.8100%	19.05000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-S/2NW
STUD HORSE BUTTE 5-24	15.0300%	12.03000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-S/2NW
STUD HORSE BUTTE 7-21	14.3400%	11.47000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21-S/2NE
STUD HORSE BUTTE 7-23	25.3200%	20.25000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-S/2NE
STUD HORSE BUTTE 7-24	23.0900%	18.47000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-S/2NE
STUD HORSE BUTTE 9-21	63.7500%	51.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21-N/2SE
STUD HORSE BUTTE 9-23	63.7500%	51.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-N/2SE
STUD HORSE BUTTE 9-24	19.6700%	15.73000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-N/2SE
STUD HORSE BUTTE 11-23	63.7500%	51.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-N/2SW

WELL NAME	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
STUD HORSE BUTTE 11-24	63.7500%	51.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-24-N/2SW
STUD HORSE BUTTE 13-14	18.8400%	14.51000%	BLM WYW-127194	LIBERTY PETR CORP	12/l/89	29N-108W-14-S/2SW
STUD HORSE BUTTE 13-21	14.8400%	11.87000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-21-S/2SW
STUD HORSE BUTTE 13-23	18.7500%	15.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-23-S/2SW
STUD HORSE BUTTE 13-24	18.7500%	15.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-24-S/2SW
STUD HORSE BUTTE 15-21	18.7500%	15.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-21-S/2SE
STUD HORSE BUTTE 15-23	18.7500%	15.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/l/89	29N-108W-23-S/2SE
STUD HORSE BUTTE 15-24	21.5200%	17.21000%	BLM WYW-118155	ONAGER ENTERPRSES	12/1/89	29N-108W-24-S/2SE
COTTONWOOD 32-33	100.0000%	80.58000%	BLM WYW-114059	SHAMA KAFAR LTD	1/l/89	32N-111W-33-SWNE
LIZARD HEAD 11-8	75.0000%	61.88000%	BLM WYW-118158	ONAGER ENTERPRISES	12/1/89	31N-108W-8-NESW
LIZARD HEAD 13-28	18.7500%	15.00000%	BLM WYW-118159	ONAGER ENTERPRISES	12/l/89	31N-108W-28-SWSW
LOVATT DRAW 15-8	100.0000%	80.00000%	BLM WYW-118166	ONAGER ENTERPRISES	12/l/89	31N-109W-8-SWSE
LUMAN 11-25	85.0000%	68.85000%	BLM WYW-133083	SHAMA ZOE LTD	8/l/94	32N-11OW-25-NESW
MESA 1-7 (MESA UNIT #1	0.0000%	0.43000%	BLM WYW-08589	JEAN HARMON	10/1/51	32N-109W-7-NENE
MESA 3-22d	42.5000%	34.24000%	BLM WYW-015317	R L MANNING	6/l/52	32N-109W-22-NENW
MESA 15-8	42.5000%	34.12000%	BLM WYW-08589	JEAN HARMON	10/l/51	32N-109W-8-SWSE
NEW FORK FED 13-10	0.0000%	2.19000%	BLM WYW-015314	EDWIN L GUENZEL	6/l/52	3ON-108W-10-SWSW
PINEDALE FED 1-14	0.0000%	2.19000%	BLM WYW-06269	DONALD B ANDERSON	6/1/51	31N-109W-14-NENE

WELL NAME	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
PINEDALE FED 13-2A	0.0000%	2.25000%	BLM WYW-06270	DONALD B ANDERSON	6/I/51	31N-109W-2-SWSW
PINEDALE 13-19	0.0000%	2.25000%	BLM WYW-144993	FLOYD H SCHROEDER	6/I/51	31N-108W-19-SWSW
PINEDALE 8-20	31.8800%	26.63000%	BLM WYW-08593	GWEN KEIF	10/1/51	33N-109W-20-NESW
SHERLOCK FED 15-8	25.0000%	19.50000%	BLM WYW-130234	H P MCLISH	9/I/93	33N-109W-8-SWSE
STEWART POINT 3-28	12.9000%	10.40000%	BLM VVYW-08592	GWEN KEIF	10/I/51	33N-109W-28-NENW
WARBONNET 9-23	37.5000%	30.00000%	BLM WYW-015314	EDWIN L GUENZEL	6/I/52	3ON-108W-23-NESE
GANNETT 13-16	42.5000%	34.00000%	ST WY 93-00293	CENEX INC	6/2/94	33N-109W-16-SWSW
MESA 22-2	91.8300%	74.38000%	BLM WYW-131911	SHAMA ZOE LTD	4/I/94	31N-11OW-2-SENW
STEWART POINT 11-34d	42.5000%	32.83125%	BLM WYW-015317	R L MANNING	6/I/52	33N-109W-34-NESW

PUD LOCATIONS	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
3ON-108W-23-SWNE	42.5000%	34.0000%	BLM WYW-118157	ONAGER ENTERPRISES	12/1/89	3ON-1O8W-23-SWNE
3ON-108W-23-SWSE	37.5000%	30.0000%	BLM WYW-118157	ONAGER ENTERPRISES	12/l/89	3ON-108W-23-SWSE
3ON-108W-24-SWSW	42.5000%	34.0000%	BLM WYW-118157	ONAGER ENTERPRISES	12/l/89	3ON-108W-24-SWSW
3ON-108W-25-SWSE	85.0000%	68.0000%	BLM WYW-016158	PHIL D HILMIG	7/l/52	3ON-108W-25-SWSE
3IN-108W-19-NESW	15.9400%	12.7500%	BLM WYW-144993	FLOYD H SCHROEDER	6/l/51	31N-108W-19-NESW
31N-108W-30-NENW	63.7500%	51.0000%	BLM WYW-144993	FLOYD H SCHROEDER	6/l/51	31N-108W-30-NENW
31N-109W-2-NESW	15.9400%	12.7500%	BLM WYW-06270	DONALD B ANDERSON	6/l/51	31N-109W-2-NESW
31N-109W-3-NESE	63.7500%	51.0000%	BLM WYW-06270	DONALD B ANDERSON	6/l/51	31N-109W-3-NESW
31N-109W-10-NENE	63.7500%	51.0000%	BLM WYW-06270	DONALD B ANDERSON	6/l/51	3IN-109W-10-NENE
31N-109W-11-NENW	63.7500%	51.0000%	BLM WYW-06270	DONALD B ANDERSON	6/l/51	31N-109W-11-NENW
31N-109W-14-SENW	63.7500%	51.0000%	BLM WYW-026025	GRISELDA M BENNETT	4/l/50	31N-109W-14-SENW
31N-109W-24-NESE	63.7500%	51.0000%	BLM WYW-06269	DONALD B ANDERSON	6/l/51	31N-109W-24-NESE
31N-109W-25-NENE	15.9400%	12.7500%	BLM WYW-06269	DONALD B ANDERSON	6/l/51	31N-109W-25-NENE
32N-109W-8-NESE	27.2600%	22.1000%	BLM WYW-08589	JEAN HARMON	10/l/51	32N-109W-8-NESE
32N-109W-8-NESW	27.2600%	22.1000%	BLM WYW-08589	JEAN HARMON	10/1/51	32N-109W-8-NESW
32N-109W-17-NENE	27.2600%	22.1000%	BLM WYW-08589	JEAN HARMON	10/l/51	32N-109W-17-NENE
32N-109W-17-NENW	27.2600%	22.1000%	BLM WYW-08589	JEAN HARMON	10/l/51	32N-109W-17-NENW
32N-109W-20-NENE	27.2600%	22.1000%	BLM WYW-015315	MARY ALICE GUENZEL	6/1/52	32N-109W-20-NENE

PUD LOCATIONS	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
32N-109W-21-NENW	27.2600%	22.1000%	BLM WYW-015315	MARY ALICE GUENZEL	6/1/52	32N-109W-21-NENW
33N-109W-21-SWSE	31.8700%	25.5000%	BLM WYW-08592	GWEN KEIF	10/l/51	33N-109W-21-SWSE
33N-109W-21-SWSW	31.8700%	25.5000%	BLM WYW-08592	GWEN KEIF	10/l/51	33N-109W-21-SWSW
33N-109W-28-SWNE	31.8700%	25.5000%	BLM WYW-08592	GWEN KEIF	10/l/51	33N-109W-28-SWNE
33N-109W-28-SWNW	31.8700%	25.5000%	BLM WYW-08592	GWEN KEIF	10/1/51	33N-109W-28-SWNW
3ON-107W-30-SWSW	85.0000%	68.0000%	BLM WYW-016155	ROBERT 0 ANDERSON	7/1151	3ON-107W-30-SWSW
3ON-108W-24-SWNW	42.5000%	34.0000%	BLM WYW-016161	PHIL D HILMIG	7/l/52	3ON-108W-24-SWNW
32N-109W-15-SWSW	27.2600%	22.1000%	BLM WYW-015317	R L MANNING	6/l/52	32N-109W-15-SWSW
32N-109W-22-SWNW	27.2600%	22.1000%	BLM WYW-015317	R L MANNING	6/l/52	32N-109W-22-SWNW
33N-109W-17-NESE	31.8700%	25.5000%	BLM WYW-08593	GWEN KEIF	10/l/51	33N-109W-17-NESE
33N-109W-20-NENE	31.8700%	25.5000%	BLM WYW-08593	GWEN KEIF	10/1/51	33N-109W-20-NENE
33N-109W-21-NENW	31.8700%	25.5000%	BLM WYW-08593	GWEN KEIF	10/l/51	33N-109W-21-NENW

[redacted] [redacted] [redacted]

All right, title and interest of Debtor in and under the following described agreements to the extent and only to the extent such agreements cover or include all or any portion of the Leases and/or the Lands on this Exhibit A:

1. Participation Agreement dated December 12, 1997, by and between HS Resources, Inc., Ultra Resources, Inc., and Holmes P. McLish, pertaining to, among other properties, the Sherlock Federal 15-8 well, Sublette County, Wyoming.

2. Letter agreement dated July 19, 1996, between Ultra Petroleum (USA) Inc. and Western Gas Resources, Inc., pertaining to the Jonah "A" Prospect, Jonah Field, Sublette County, Wyoming, as supplemented and amended by supplemental letter agreement dated May 9, 1997, pertaining to the Lizard Head Prospect, Sublette County, Wyoming, as further amended by letter agreement dated February 26, 1998, pertaining to the West Pinedale Prospect.

EXHIBIT B

TO

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY DOCUMENTS

1. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Colorado	December 31, 1997, Doc. 19972128997

[redacted] [redacted] [redacted]

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY DOCUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Jefferson Davis Parish, Louisiana	December 30, 1997, Book 396 MOB, Page 864, and Book 855 COB, Page 609, Entry 549461

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Jefferson Davis Parish, Louisiana	January 22, 1998, Doc. 27-9800101

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY DOCUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Lea County, New Mexico	December 29, 1997, Book 844, Page 391

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of New Mexico	December 29, 1997, Doc. 971229047

[redacted] [redacted] [redacted]

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY DOCUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Lavaca County, Texas	January 2, 1998, Volume 140, Page 144

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Texas	January 2, 1998, Doc. 98-001609

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY DOCUMENTS

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. et al. to Wells Fargo Bank, N.A., filed as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	December 31, 1997, Book 106 O&G, Page 317

2. Non-Standard Financing Statement between Ultra Petroleum Corp. et al, Debtor, and Wells Fargo Bank, N.A., Secured Party, filed as follows:

JURISDICTION	FILING DATA
Secretary of State of Wyoming	December 29, 1997, Doc. 9736314 1B01

3. Amendment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated July 24, 1998, by and among Wells Fargo Bank (Texas), N.A., and Ultra Petroleum Corp. et al., filed as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	August 5, 1998, Book 72 Mortgage, Page 270

Sublette Co. Wyo
(Corp)

PARTIAL RELEASE

Reference is made to that certain Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated November 3, 1997, from Ultra Petroleum Corp. ("Ultra"), Ultra Petroleum (USA) Inc. ("USA") and Ultra Resources, Inc. ("Resources," and together with Ultra and USA, collectively, the "Mortgagors") to Wells Fargo Bank (Texas), N.A. ("Wells"), as amended, recorded in the Official Records of Sublette County, Wyoming in Book 106 O&G, Page 317 (the "Mortgage").

WHEREAS, the Mortgage was assigned from Wells to Bank One, Texas, National Association ("Bank One") pursuant to that certain Assignment of Note, Liens, Security Interests and Other Rights dated as of March 22, 2000 by and between Wells and Bank One (the "Assignment").

WHEREAS, the Mortgage was amended and restated pursuant to that certain Mortgage, deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated effective March 22, 2000 from USA and Resources to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One (the "Restated Mortgage").

WHEREAS, Ultra owns no interest in the Mortgaged Property and is not a party to the Restated Mortgage.

NOW, THEREFORE, for a sufficient consideration received and hereby acknowledged, the Bank One, acting for itself and its respective successors and assigns, hereby:

RELEASES, RELINQUISHES and DISCHARGES Ultra of any and all obligations under the Mortgage as restated by the Restated Mortgage and RELEASES, RELINQUISHES, DISCHARGES, RETURNS and QUITCLAIMS any and all liens, security interests, charges or other encumbrances created under, or by virtue of the Mortgage as restated by the Restated Mortgage which are held by Bank One against Ultra on any of its real, personal or other property.

This Partial Release of the Restated Mortgage may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this instrument is executed on April 3, 2000 but effective for all purposes as of April 3, 2000.

278181

RECORDED April 17, 00 at 11:10 AM
IN BOOK 114 O&G PAGE 665
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY OF WYOMING
By Cathy Sexton

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By: _____
Stephen Shatto
Vice President

H-194954v1

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of April, 2000 by Stephen Shatto, Vice President of Bank One, Texas, National Association on behalf of said association.

Witness my hand and official seal.

Chandra D. Ruch
Notary Public, State of Texas

My Commission expires: _____

CHANDRA D. RUCH
Notary Public, State of Texas
My Comm. Expires 3-26-2002

Received Time Jun.18. 8:36AM

STATE OF WYOMING §

COUNTY OF SUBLETTE §

ASSIGNMENT OF INTEREST

This Assignment of Interest (hereinafter called the "Assignment") made and entered into on July 7, 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 **KEEPA OIL CORPORATION**, whose address is 100 Park Avenue, #1008, Oklahoma 73102 (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 all portions of 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.

278190

RECORDED April 17,00 @ 2:00 PM
IN BOOK 114 O+G PAGE 167
FEES $12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Cocker

06/18/99 FRI 09:39 FAX 504 838 7017 FORCENERGY MET 003

167

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

PK

WITNESS:

_____

_____

Assignor:
KEEPA OIL CORPORATION

_____ *

By: Lawrence H. Davis
(Printed/Typed Name)
Capacity: VICE PRESIDENT

Subject to paragraph 5 attached

[redacted] [redacted] [redacted]

5. Notwitstanding anything contained herein to the contrary, execution hereof is conditioned upon the understanding that this assignment is limited to Assignor's interest in the leases insofar and only insofar as said leases pertain to and affect production from the wellbore of the Bird Federal #1-23; and is further limited insofar and only insofar as said production is derived from the intervals currently open to production inside said wellbore.

LHO 7/99

670

STATE OF LOUISIANA §

PARISH OF JEFFERSON §

This instrument was acknowledged before me on April 14, ~~1999~~ 2000 by M.J. Baiamonte, Jr., Land Manager of **FORCENERGY INC**, a Delaware Corporation.

Witness my hand and official seal.

P. R. McCALLON
NOTARY PUBLIC, JEFFERSON PARISH
STATE OF LOUISIANA
COMMISSION IS ISSUED FOR LIFE

Notary Public
My Commission Expires: _____

STATE OF Oklahoma §

COUNTY OF Oklahoma §

This instrument was acknowledged before me on July 7, 1999 by Lawrence H. Davis as Vice President of **KEEPA OIL CORPORATION**, an Oklahoma Corporation.

Witness my hand and official seal.
My commission expires:
11-25-2001

Karen Sue Roberts
Notary Public in and for OKLAHOMA County, State of OKLAHOMA

After recording, return to:

Thomas J. Moore
P.O. Box 543
Hillsboro, OR 97123

278191

RECORDED April 17, 00 @ 2:10 PM
IN BOOK 114 Oct 6 PAGE 671
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Smith

ASSIGNMENT
OIL AND GAS LEASE
RECITALS:

Transfer to Trust for benefit of Grantor.

On March 17, 1941, H. Waldemar Anderson and Edith Anderson, his wife, assigned to Frank E. Hilton, an undivided one-half interest in and to that certain United States Oil and Gas Lease, Evanston, Serial No. 013494 dated December 31, 1938 issued to said H. Waldemar Anderson and Frederick Salathe, Jr., each owning an undivided one-half interest as Lessees covering and leasing the following described lands in the County Sublette, State of Wyoming as follows:

The South Half (S1/2) of the North Half (N1/2), and the South Half (S1/2) of Section 14.

The South Half (S1/2) of the North Half (N1/2), and the South Half (S1/2) of Section 15.

The East Half (E1/2) of Section 23.

All in Township 29 North, Range 113 West of the Sixth P.M., containing 1280 acres, more or less.

A certain Operating Agreement was made and entered into between Frederick Salathe, Jr. and Frank E. Hilton as Lessees and Patrick J. Quealy as Contractor regarding the above-numbered Oil and Gas Lease. On November 22, 1943, Patrick J. Quealy assigned all of his right, title and interest in the Operating Agreement dated August 17, 1943 to Western Oil Refining Company.

On January 31, 1994, Frederick Salathe, Jr. and Frank E. Hilton assigned the Oil and Gas Lease to Western Oil Refining Company covering all of the above-described land except reserving and retaining in Frederick Salathe, Jr. and Frank E. Hilton, a royalty of five percent (5%) of all oil and gas produced and marketed from the above-described land. Frank E. Hilton and Maude A. Hilton, his wife, became the owners and holders of one-half (1/2) of the reserve royalty of five percent (5%) under the United States Oil and Gas Lease, or two and one-half percent (2 1/2%) royalty.

671

By Assignment dated April 30, 1951, Frank E. Hilton and Maude A. Hilton assigned all of their right, title and interest in the two and one-half percent (2 1/2%) royalty of all oil and gas produced and marketed from the above-described land to Frances Hilton now Frances H. MacMillan.

ASSIGNMENT:

Frances H. MacMillan does hereby assign, set over and transfer to Frances H. MacMillan, Trustee of the Frances H. Mac Millan Living Trust dated April 6, 2000, all of her right, title and interest in and to the aforementioned royalty of all oil and gas produced and marketed from the above-described lands under the United States Oil and Gas Lease, Evanston, Serial No. 013494, together with all privileges relating to that Lease and together with all royalties due and to become due thereunder.

DATED this 6th day of April, 2000.

Frances H. MacMillan
FRANCES H. MacMILLAN

STATE OF OREGON)
) ss.
County of Washington)

Personally appeared before me the above-named FRANCES H. Mac MILLAN and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL SEAL
JANICE R C[illegible]ER
NOTARY PUBLIC OREGON
COMMISSION NO. 323842
MY COMMISSION EXPIRES JUN. 15, 2003

Janice R. Cooper
Notary Public for Oregon
My commission expires: 6-15-03

ASSIGNMENT OF OIL & GAS LEASES

Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112, and Lance Oil & Gas Company, Inc., 12200 N. Pecos Street, Denver, Colorado 80234, hereinafter called "Assignors", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign, transfer and convey unto HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado 80202, all of Assignors' right, title and interest in and to the certain oil and gas lease described as follows:

Lessor:	J. Chauncy Clark Testamentary Trust
Lessee:	High Plains Associates Inc
Recorded:	Bk 107, Pg 433, Recpt 266602
Description:	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS T34N-R109W Sec. 31: Lt. 3, SE/4SW/4 Sublette Co., WY

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 lease.

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 24th day of March 2000.

ULTRA RESOURCES INC.

Robin Benko

Robin Benko, Attorney-in-Fact

278237

RECORDED Apr 20, 2000 at 9:40 A
IN BOOK 114 R+P PAGE 673
FEES $8.00 Mary L Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

LANCE OIL & GAS COMPANY, INC.

HS RESOURCES, INC.

JANET W. PASQUE
Vice-President Land

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of March 2000, by Robin Benko, Attorney-in-Fact, on behalf of said corporation by authority of its Board of Directors.

Witness my hand and official seal this 17th day of March, 2000.

E. Marks
Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 17, 2004

NOTARY PUBLIC E. MARKS STATE OF COLORADO

STATE OF COLORADO)
)SS
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 22nd day of March, 2000, by Jeffery E. Jones as Vice President-Production of Lance Oil & Gas Company, Inc.

NOTARY PUBLIC
E. JUNE TODD
STATE OF COLORADO

E. June Todd
Notary Public

My Commission expires:
4-3-2000

STATE OF COLORADO)
)SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of March, 2000, by Janet W. Pasque as Vice President-Land of HS Resources, Inc.

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission expires 3/10/2002

Lynda K. Hendrix
Notary Public

3/10/02

[redacted] [redacted] WY-216 [redacted]41

Form 3106-5
(October 1982)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BUREAU OF LAND MANAGEMENT

88 JUN 13 AM 9:30

RECEIVED
CHEYENNE WYOMING

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-58724

Lease effective date
May 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name General Atlantic Energy Corp.
formerly ~~ITR Petroleum, Inc.~~

Address (include zip code)
1300 Main Street, Suite 512
Houston, Texas 77002

The undersigned, as owner of 41.97375 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 111 West, 6th P.M. Section 19: W/2SE/4 containing 80.00 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2.

THIS ASSIGNMENT is made and shall in all respects be subject to those provisions on the attached Rider.

This Assignment conveys Record Title only.

278238

RECORDED Apr 20, 2000 at 955 M
IN BOOK 114 Misc PAGE 675
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoard

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	41.97375%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of October, 1987.
ENERGETICS, INC.

By: [signature]
(Assignor's Signature)
Jordan B. Smith, President

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 21 1988

By /s/ DAVID A. POMERINKE
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 22 1988
(Date)

675

FOR ASSIGNEE

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

GENERAL ATLANTIC ENERGY CORPORATION (Formerly

Executed this 5th day of October , 19 87

ITR PETROLEUM, INC.)

By: _____
(Assignee's Signature)

SAM D. WINEGRAD
Vice-President - Land

410 17th Street, Suite 1400
~~1300 Main Street, Suite 512~~
(Assignee's Address)

Denver, Colorado 80202
~~Houston, Texas 77002~~
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal [redacted] obligated to report [redacted] ormation under [redacted] ns of 43 CFR 3106 [redacted]

[redacted] [redacted] [redacted]

RIDER

1. Any and all reservations of overriding royalty interest and/or net profits interest, be they recorded or unrecorded as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by ASSIGNEE; an overriding royalty due Energetics employees under certain royalty participation plans, including Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment; and any and all other agreements which would affect the title to the leases described on Exhibit "A".

2. This Assignment is subject to the Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case No. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective June 28, 1985.

678

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated October 26, 1999, from Beverly Homer, a widow, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 114 of O&G, Page 455, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 112 West, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11)
N1/2NE1/4, E1/2NW1/4, NE1/4SW1/4

Township 29 North, Range 113 West, 6th P.M.
Section 12: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

and containing 612.72 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 18th day of January, 2000.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 18th day of January, A.D. 2000, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of January, A.D. 2000.

V. Hawbaker
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

V. HAWBAKER NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 16, 2003

278245

RECORDED Apr 20, 2000 @ 1235 P M
IN BOOK 114 Oil & Gas PAGE 678
FEES $ 6.00 Mary L Hill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

[redacted] [redacted]

Ran Plotted
[redacted]-001

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-133051**
Lease Effective Date (Anniversary Date) **August 1, 1994**
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **AMOCO PRODUCTION COMPANY**
Street **P.O. BOX 3092**
City, State, ZIP Code **HOUSTON, TEXAS 77253**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 5: Lots 3, 4, S/2NW/4, SE/4 Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4 TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M. Section 33: SE/4, E/2NW/4 Containing 1,201.74 acres more or less Sublette County, Wyoming	100.0000%	100.0000%	0.0000%	0.0000%	Of Record

278268

RECORDED Apr. 24, 2000 at 9:30 A.M.
IN BOOK 114 etc PAGE 679
FEES $10.00 Mary L. Cook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L. Hoover

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)

680

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 30th day of March, 2000

Name of Assignor as shown on current lease: MCMURRY OIL COMPANY
Please type or print

Assignor John W. Martin, President
or
Attorney-in-fact
(Signature)

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

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

Executed this 31st day of April, 2000

AMOCO PRODUCTION COMPANY

Assignee
or
Attorney-in-fact (Signature)
S.D. BLOSSOM
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, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of March, 2000 by John W. Martin, President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: November 13, 2002

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 3rd day of April 2000, by S.D. Blossom, Attorney-in-Fact of Amoco Production Company a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: _____

FRANKIE BARNES
MY COMMISSION EXPIRES
September 23, 2000

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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

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

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
Township 31 North, Range 108 West, 6th PM Section 28: SW/4	75%	56.25%	18.75%	none	Those of record
Section 28: N/2, SE/4	75%	15%	60%	none	Those of record
Sublette Co., WY					

278291

RECORDED Apr 24, 2000 10 310 P M
IN BOOK 114 O & G PAGE 682
FEES $ 8.00 M L L
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hooker

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 _____ [redacted] (Authorized Officer) [redacted] (Title) [redacted] (Date)

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

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 1st day of January, 2000, 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 he less than one-fourth ('A) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 *CFR* 3241).

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

Executed this 1st day of January, 2000

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 7TH day of MARCH, 2000

LANCE OIL & GAS COMPANY, INC.

Transferee

or

Attorney-in-fact Ralph W. Lowfath
(Signature)

BURDEN HOURS STATEMENT

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

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

• U.S GPO 1990-573-016/26030

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ASSIGNMENT OF OIL & GAS LEASES

Ultra Resources Inc., 304 Inverness Way South, Suite 295, Englewood, Colorado 80112 hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey unto Lance Oil & Gas Company, Inc., 12200 N. Pecos Street, Denver, Colorado 80234, an undivided 15% of Assignor's right, title and interest in and to the certain oil and gas leases described as follows:

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

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 2 day of March 2000.

ULTRA RESOURCES INC.

Robin Benko
ROBIN BENKO, ATTORNEY-IN-FACT

LANCE OIL & GAS COMPANY, INC.

Ralph W. Pontick

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of March, 2000, by Robin Benko, Attorney-in-Fact, behalf of said corporation by authority of its Board of Directors.

Witness my hand and official seal this 2nd day of March 2000.

E. MARKS
NOTARY PUBLIC
STATE OF COLORADO

E Marks
Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

STATE OF COLORADO)
)SS
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 12th day of April, 2000, by Ralph W. Pontick as Attorney-in-Fact of Lance Oil & Gas Company, Inc.

B. L. JARRETT
NOTARY
PUBLIC
STATE OF COLORADO

B. L Jarrett
Notary Public

My commission expires:
6/6/2003

278292
RECORDED Apr 24, 2000 10:30 AM
IN BOOK 114 076 PAGE 684
FEES $282.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoopes

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases.

HPAI LEASE #	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF. DATE	BOOK	PAGE
11070D	June M. Tompkins, a widow and heir of Velma O. Meyers, deceased	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 15: SE4	8/11/97	106	14
11083	Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 23: SW4SE4 Section 25: S2NW4, SW4NE4, W2SE4NE4, SW4, W2SE4, W2SE4SE4 Section 26: W2NE4, SE4NE4, N2NW4, NE4SE4 Section 36: NW4, N2NE4 Township 36 North, Range 110 West, 6th P.M. Section 35: NE4	5/21/97	106	16
11087	Estate of Josephine H. Binning, Joella J. Dugan, Personal Representative	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: W2 of Lot 2(20.23), Lot 3(40.26), Lot 4(33.25) Township 35 North, Range 109 West, 6th P.M. Section 29: NW4, N2SW4, SW4SW4 Section 30: E2E2, W2NE4, SW4SE4, E2NW4, Lot 4 (38.44), SE4SW4 Section 31: W2E2, E2W2, Lot 1 (38.58), Lot 2 (38.88), Lot 3 (39.16), Lot 4 (39.46)	5/21/97	106	11
11088	Charles P. McAlister and Dorothy E. McAlister, Trustess of The McAlister Trust dated 12-9-93	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 30: Lots 2(33.06), 3(33.18), SE4NW4, NE4SW4, Less and except those tracts conveyed by Warranty Deed in Book 9, Page 41 and in Warranty Deed in Book 14, Page 343.	7/29/97	106	9

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases

LEASE #	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF. DATE	BOOK	PAGE	
11100A	Sidney Allen Roberts and Linda H. Roberts, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: Lots 3(39.20), 4(38.88), S2NW4 Section 2: Lots 1(38.62), 2(38.43), S2NE4 Section 3: Lots 3(38.84), 4(39.20), S2NW4 Section 4: E2SE4, SW4SE4, SE4SW4	8/15/97	106	5	WY-343[redacted]01
11100B	Leona Roberts, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: Lots 3(39.20), 4(38.88), S2NW4 Section 2: Lots 1(38.62), 2(38.43), S2NE4 Section 3: Lots 3(38.84), 4(39.20), S2NW4 Section 4: S2	8/15/97	106	7	WY-34314-02
11100C	Steven Louis Roberts and Teena M. Roberts husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: Lots 3(39.20), 4(38.88), S2NW4 Section 2: Lots 1(38.62), 2(38.43), S2NE4 Section 3: Lots 3(38.84), 4(39.20), S2NW4 Section 4: E2SE4, SW4SE4, SE4SW4	8/15/97	106	3	WY-34314-03

[redacted]

[redacted]

[redacted]

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]0313B	Analind Corporation Ltd. and Willow Springs Cattle Company, a Wyoming Corporation, both	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 5: SW4NW4, SW4 Section 6: Lots 1,2,3,4,6, 7, SE4SW4, SE4NW4, S2NE4, NE4SE4 Section 7: Lots 1,3,4, NE4NW4,E2SW4, W2SE4, SE4SE4 Section 17: SW4NW4, SW4 Section 18: Lots 1,2, E2NW4, NE4, N2SE4, SE4SE4 Section 19: NE4NE4 Section 20: N2NW4, SW4NW4, N2SW4, SE4SW4 Township 35 North, Range 112 West, 6th P.M. Section 1: Lot 4, S2NW4, SE4NE4, E2SE4, W2SW4 Section 2: Lots 1,3,4, S2N2, S2 Section 11: SE4SE4 Section 12: W2NW4, SW4, E2SE4, SW4SE4 Section 13: N2, N2S2 Section 14: N2NE4, SE4NE4	2/21/1997	105	436 WY-34287-26
[redacted]								
10313C	Emeline McDole Ellis, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 6: Lots 6(36.39), 7(36.44), SE4SW4 Section 7: Lot 1 (36.50), NE4NW4 Township 35 North, Range 112 West, 6th P.M. Section 1: SE4NE4, E2SE4	2/27/1997	105	439 WY-34287-27
10314A	Grace E. Sulenta, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 22: SW4SE4 Section 27: E2,E2W2	2/18/1997	105	441 WY-34271-01
[redacted]15A	John M. Sulenta and Grace E. Sulenta, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 26: All	2/19/1997	105	443 WY-34303-01
10327A	Koch Ranch, Inc.	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 1: W2SW4	2/20/1997	105	445 WY-34304-01

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EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					Section 2: Lots 3,4, S2N2, N2S2, S2SW4, SE4SE4 Section 8: N2SE4, SE4SE4 Section 9: S2, SW4NW4 Section 10: N2, N2SE4 Section 11: W2NE4, NW4, W2SW4 Township 35 North, Range 112 West, 6th P.M. Section 34: S2NW4, SW4NE4, S2 Section 35: W2SW4			
10327B	Ruth K. Nelson, a married woman dealing in her sole and separate property	High Plains Asscciates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 1: W2SW4 Section 2: Lots 3 (40.18), 4(40.25), S2N2, N2S2, S2SW4, SE4SE4 Section 8: N2SE4, SE4SE4 Section 9: S2, SW4NW4 Section 10: N2, N2SE4 Section 11: W2NE4, NW4, W2SW4 Township 35 North, Range 112 West, 6th P.M. Section 34: S2NW4, SW4NE4, S2 Section 35: W2SW4	3/10/1997 WY-34304-02	105	448
10340A	Donald W. Albert	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: SE4, SE4NE4 Section 8: SW4NW4, W2SW4 Section 17: W2NW4 Section 18: NE4, NW4SE4	2/21/1997 WY-32102-01	105	450
10340B	Darlene A. Barr, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: SE4, SE4NE4 Section 8: SW4NW4, W2SW4 Section 17: W2NW4 Section 18: NE4, NW4SE4	3/10/1997 WY-32102-02	105	452
10340C	Romona Albert Reynolds, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: SE4, SE4NE4 Section 8: SW4NW4, W2SW4 Section 17: W2NW4 Section 18: NE4, NW4SE4	3/10/1997 WY-32102-03	105	454

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EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]0340D	Mary Albert Thompson, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: SE4, S2NE4 Section 8: SW4NW4, W2SW4 Section 17: W2NW4 Section 18: NE4, NW4SE4	3/10/1997 WY-32102-04	105	456
10419A	Miriam Jenkins Bailey	High Plains Asscciates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 20: E2NE4 & SE4SE4 Section 21: All Section 22: NE4NW4 & S2NW4 & S2 Section 26: S2NW4 & SW4 Section 27: N2 & E2SW4 & SE4 Section 28: N2 & SW4 Section 29: E2 Section 32: NE4 & E2NW4 Section 33: NW4 Section 34: N2 Section 35: N2NW4	3/14/1997 WY-32230-06	104	334
[redacted]								689
10419B	John Perry Barlow	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West,6th P.M. Section 20: E2NE4 & SE4SE4 Section 21: All Section 22: NE4NW4 & S2NW4 & S2 Section 26: S2NW4 & SW4 Section 27: N2 & E2SW4 & SE4 Section 28: N2 & SW4 Section 29: E2 Section 32: NE4 & E2NW4 Section 33: NW4 Section 34: N2 Section 35: N2NW4	3/14/1997 WY-32230-07	104	336
[redacted]19C	J.R. Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 20: E2NE4, SE4SE4 Section 21: W2, W2NE4, SE4 Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4 Section 28: N2, SW4 Section 29: E2	6/2/1997 WY-32230-05	105	458

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					Section 32: E2NW4, NE4 Section 33: NW4 Section 34: NW4, W2NE4, SE4NE4			
10419D	Sandra E. Wohrman, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 20: E2NE4, SE4SE4 Section 21: W2, W2NE4, SE4 Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4 Section 28: N2, SW4 Section 29: E2 Section 32: E2NW4, NE4 Section 33: NW4 Section 34: NW4, W2NE4, SE4NE4	6/2/1997 WY-32230-02	105	461
10419E	Thomas Daniel O'Neil, III, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 20: E2NE4, SE4SE4 Section 21: W2, W2NE4, SE4 Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4 Section 28: N2, SW4 Section 29: E2 Section 32: E2NW4, NE4 Section 33: NW4 Section 34: NW4, W2NE4, SE4NE4	6/2/1997 WY-32230-09	105	474
10419F	William J. Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 20: E2NE4, SE4SE4 Section 21: W2, W2NE4, SE4 Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4 Section 28: N2, SW4 Section 29: E2 Section 32: E2NW4, NE4 Section 33: NW4 Section 34: NW4, W2NE4, SE4NE4	6/2/1997 WY-32230-04	105	464
10419G	J.R. Kvenild, a married man	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 21: E2NE4	6/2/1997 WY-32230-11	105	467

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]	dealing in his sole and separate property				Section 22: S2NW4, NE4NW4, S2 Section 26: S2NW4, SW4 Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4 Section 34: NE4NE4 Section 35: N2NW4			
10419H	Sandra E. Wohrman, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 21: E2NE4 Section 22: S2NW4, NE4NW4, S2 Section 26: S2NW4, SW4 Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4 Section 34: NE4NE4 Section 35: N2NW4	6/2/1997 WY-32230-12	105	469
10419I [redacted]	Thomas Daniel O'Neil, III, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 21: E2NE4 Section 22: S2NW4, NE4NW4, S2 Section 26: S2NW4, SW4 Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4 Section 34: NE4NE4 Section 35: N2NW4	6/2/1997 WY-32230-09	105	471
10419J	William J. Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 21: E2NE4 Section 22: S2NW4, NE4NW4, S2 Section 26: S2NW4, SW4 Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4 Section 34: NE4NE4 Section 35: N2NW4	6/2/1997 WY-33230-10	105	477
10419K [redacted]	John S. Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M. Section 21: E2NE4 Section 22: S2NW4, NE4NW4, S2 Section 26: S2NW4, SW4 Section 27: E2SE4, SE4NE4, NW4NE4, NE4NW4 Section 34: NE4NE4 Section 35: N2NW4	6/2/1997 WY-33230-08	105	479
10419L	John S. Kvenild, a	High Plains	Sublette	Wyoming	Township 35 North, Range 110 West, 6th P.M.	6/2/1997 WY-32230-01	105	482

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HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
	married man dealing in his sole and separate property	Associates, Inc.			Section 20: E2NE4, SE4SE4 Section 21: W2, W2NE4, SE4 Section 27: NW4NW4, S2NW4, NE4NE4, SW4NE4, W2SE4, E2SW4 Section 28: N2, SW4 Section 29: E2 Section 32: E2NW4, NE4 Section 33: NW4 Section 34: NW4, W2NE4, SE4NE4			
11005A	Ruth K. Nelson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 3: Lots 1(40.32), 2(40.41), 3(40.49), SW4, W2SE4, SE4SE4, S2NE4, SE4NW4 Section 4: SE4SE4 Section 24: W2SW4, S2SE4 Section 25: N2, N2S2, SW4SE4	3/26/1997 WY-34305-01	105	490
11005B	Koch Ranch, Inc.	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 3: Lots 1(40.32), 2 (40.41), 3(40.49), SW4, W2SE4, SE4SE4, S2NE4, SE4NW4 Section 4: SE4SE4	3/26/1997 WY-34305-02	105	492
11006	Steve Kanski and Janice J. Kanski, Trustees of the Janice K. Kanski Living Trust dated 9/14/92	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 15: W2SE4SW4, W2E2SE4SW4 Section 22: W2NE4NW4, W2E2NE4NW4	3/27/1997 WY-34308	105	494
11007	Janice J. Kanski and Steve Kanski, wife and husband	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 15: NE4NW4	3/27/1997 WY-34309	105	496
11019A	Barger Family Partnership, a Nevada limited partnership, Elizabeth A. Ellis, general	High Plains Associates, Inc.	Sublette	Wyoming	Township 31 North, Range 108 West, 6th P.M. Section 5: Lots 1(18.75), 2(40.30), 3(40.22), 5(27.59), 6(46.18), 7(33.25), 8(23.37), 9(15.79), 13(42.44), SW4NE4 & SE4NW4 Section 6: Lots 8(32.95), 9(26.58),	7/11/1997 WY-34288-01	105	498

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of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]	partner				10(37.87), 11(40.32) Section 8: NW4NW4 Township 32 North, Range 108 West, 6th P.M. Section 15: NE4, E2NW4, E2SW4NW4, SW4 & SE4 Section 16: All, except a 99.008 acre tract, more particularly described in that certain Warranty Deed dated January 27, 1939 and recorded in Book 3, at Page 438, by and between W.W. Bowers, a single person, party of the first part and H.W. Edwards and Georgene K. Edwards, his wife, parties of the second part. Also, less and except a 12.26 acre tract, more particularly described in the certain Warranty Deed dated June 16, 1939 and recorded in Book 3, at Page 479, by and between W.W. Bowers, a single person, grantor, and Nan C. Anderson, grantee. Section 17: Lot 4(40.73), SE/4 & S2NE4, excepting that portion of said S2NE4 lying North of the ROW of the Paradise Road, Sublette County Road No. 23-36. Section 20: NE4NE4, SE4NE4, NE4SE4 & SE4SE4, (A/D/A E/2E/2); Section 21: NW4,N2SW4 & SE4SW4; Section 28: SW4, N/2NW4 & SE4NW4; Section 29: E/2NE4, SW4NE4 & SE4,Lots 4-8; Section 32: NE4&NW4 (A/D/A N/2) and SE4 Section 33: NW4			
[redacted] 11020A	Jeptha E. Richie, a single man and Norman E. Richie, a single man	High Plains Associates, Inc.	Sublette	Wyoming	Township 31 North, Range 108 West, 6th P.M. Section 4: Lots 2(40.24), 3(40.40),4(40.56) Township 32 North, Range 108 West, 6th P.M. Section 21: E/2 Section 28: E2 Section 33: E2 & SW4 Section 34: All of the SW4 lying South and East of the East Fork River Excepting and reserving therefrom the following described tracts: 1. A parcel or tract of land situate in the	5/5/1997 WY-34310	105	502

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EXHIBIT "A"
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HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					SE4SE4, Sublette County, Wyoming, being described as follows: Beginning at the Scutheast corner of Section 33, thence North along the East line of the Section, a distance of 295.16', thence N.89 degrees 50 minutes West, parallel with the south line of the section, a distance of 295.16'; thence South, parallel with the East line of the section, a distance of 295.16'; thence S.89 degrees 50 minutes East, along the Soth line of the section, a distance of 295.16' to the point of beginning. 2. A parcel or tract of land situate in the SE4NE4, Section 33-T32N-R108W, 6th P.M., Sublette County, Wyoming, being described as follows: Beginning at a point which bears South 139.7'distant from the Northeast Corner of the SE4NE4 of Section 33; thence South 696.02'; thence West 208.70'; thence North 153.81'; thence West 208.70'; thence North 264.51';thence East 208.70'to the point of beginning.			
11021A	Earl Babcock and Nadine Babcock, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 6: Lots 4 thru 7 Township 34 North, Range 111 West, 6th P.M. Section 1: Lots 1 thru 4; S2N2, N2SW4,SE4SW4,SE4 Section 2: Lots 1&2, S2NE4,N2SE4 Section 3: Lots 2,3,4;SW4NE4, S2NW4, SW4, W2SE4 Section 4: Lots 1,2,3; S2N2,SE4,E2SW4 NW4SW4 Section 5: SE4NE4, NE4SE4 Section 9: N2N2 Section 10: SW4NE4,NW4,N2SW4,NW4SE4 Township 35 North, Range 110 West, 6th P.M. Section 31: Lots 3 (30.02), 4 (29.94) Township 35 North, Range 111 West, 6th P.M. Section 25: S2SW4; Section 26: S2S2; Section	5/2/1997	105	505

WY-31635-01

EXHIBIT "A"
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of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					27: S2N2,S2 Section 28: E2; Section 33: E2 Section 34: NW4,N2NE4,SE4NE4,NE4SE4,N2SW4 Section 35: E/2,NE4NW4,S2NW4,E2SW4,NW4SW4 Township 36 North, Range 112 West, 6th P.M. Section 25: N2NE4, SW4NE4,N2SE4,SE4SE4			
11021B	Karmen Marincic, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 6: Lots 4 thru 7 Township 34 North, Range 111 West, 6th P.M. Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4 Section 2: Lots 1 and 2, S2NE4,N2SE4; Section 3: Lots 2 thru 4, SW4NE4, S2NW4, SW4, W2SE4; Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4 Township 35 North, Range 110 West, 6th P.M. Section 31: Lot 3(30.02), 4(29.94) Township 35 North, Range 111 West, 6th P.M. Section 25: S2SW4 Section 26: S2S2 Section 27: S2N2, S2 Section 28: E2 Section 33: E2 Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4 Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4 Township 36 North, Range 112 West, 6th P.M. Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4	5/2/1997 WY-31635-02	105	510
[redacted]021C	Alvin 'Bud' Davison and Miriam Davison, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 6: Lots 4 thru 7 Township 34 North, Range 111 West, 6th P.M. Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4 Section 2: Lots 1 and 2, S2NE4,N2SE4; Section 3: Lots 2 thru 4, SW4NE4,	5/2/1997 WY-31635-03	105	312

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of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					S2NW4, SW4, W2SE4; Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4 Township 35 North, Range 110 West, 6th P.M. Section 31: Lot 3(30.02), 4(29.94) Township 35 North, Range 111 West, 6th P.M. Section 25: S2SW4 Section 26: S2S2 Section 27: S2N2, S2 Section 28: E2 Section 33: E2 Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4 Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4 Township 36 North, Range 112 West, 6th P.M. Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4			
11021D	Norman F. Pape and Barbara Pape, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 110 West, 6th P.M. Section 6: Lots 4 thru 7 Township 34 North, Range 111 West, 6th P.M. Section 1: Lots 1 thru 4, S2N2,N2SW4,SE4SW4, SE4 Section 2: Lots 1 and 2, S2NE4,N2SE4; Section 3: Lots 2 thru 4, SW4NE4, S2NW4, SW4, W2SE4;Section 4: Lots 1 thru 3; S2N2, SE4, E2SW4, NW4SW4; Section 5: SE4NE4, NE4SE4; Section 9: N2N2; Section 10: SW4NE4, NW4, N2SW4, NW4SE4 Township 35 North, Range 110 West, 6th P.M. Section 31: Lot 3(30.02), 4(29.94) Township 35 North, Range 111 West, 6th P.M. Section 25: S2SW4 Section 26: S2S2 Section 27: S2N2, S2 Section 28: E2 Section 33: E2 Section 34: NW4, N2NE4, SE4NE4, NE4SE4, N2SW4	5/2/1997	105	317

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WY-31635-04

EXHIBIT "A"
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HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]					Section 35: E2, NE4NW4, S2NW4, E2SW4, NW4SW4 Township 36 North, Range 112 West, 6th P.M. Section 25: N2NE4, SW4NE4, N2SE4, SE4SE4			
11022A	Fredrick W. Pape and M. Michelle Pape, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 4: Lot 4 (38.47), SW4SW4 Section 5: Lots 1(38.54), 2(38.83),3(39.11),4(39.40),SW4NE4, S2NW4, NE4SW4, NW4SE4 Township 35 North, Range 111 West, 6th P.M. Section 28: East 30 feet of E2SW4 Section 32: E2SE4, SW4SE4, SE4SW4 Section 33: W2SW4, East 30 feet of E2W2	5/2/1997 WY-34564-01	105	322
11022B	David W. Pape and Naomi I. Pape, husband and wife	High Plains Associates,Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 4: Lot 4 (38.47), SW4SW4 Section 5: Lots 1(38.54), 2(38.83), 3(39.11), 4(39.40), SW4NE4, S2NW4, NE4SW4, NW4SE4 Township 35 North, Range 111 West, 6th P.M. Section 28: East 30 feet of E2SW4 Section 32: E2SE4, SW4SE4, SE4SW4 Section 33: W2SW4, East 30 feet of E2W2	5/2/1997 WY-34564-02	105	326
11023A	Mary M. Meeks, Trustee Under Declaration of Trust dated 6/12/79	High Plains Associates, Inc.	Sublette	Wyoming	Township 32 North, Range 112 West, 6th P.M. Section 10: Lots 1-3 Township 33 North, Range 112 West, 6th P.M. Section 35: W2, SW4NE4, SE4 Township 33 North, Range 113 West, 6th P.M. Section 4: Lots 1(38.83), 2(38.65), S2NE4 Township 34 North, Range 113 West, 6th P.M. Section 17: SW4NW4, N2SW4; Section 18: Lots 3&4, SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4; Section 20: SW4NE4, E2SW4, SE4; Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4; Section 29: SW4SE4; Section 32: NE4, N2SE4, SE4SE4; Section 33: SW4, SW4SE4 Township 34 North, Range 112 West, 6th P.M. Section 5: S2SW4, NW4SW4; Section 6: Lots	5/5/1997 WY-34287-22	105	330

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HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					5,6,7, SE4, E2SW4, SE4NW4; Section 7: Lots 1 thru 4, NE4, W2SE4, NE4SE4, E2NW4, E2SW4; Section 8: NW4, NW4SW4; Section 18: Lots 1 thru 4; E2NW4, W2NE4, NW4SE4, NE4SW4; Section 19: Lot 1, NE4NW4 Township 34 North, Range 113 West, 6th P.M. Section 1: S2NE4, N2SE4, SE4SE4; Section 12: SE4, SE4NE4; Section 13: NE4, N2SE4, SE4SE4			
11024A	Mary M. Meeks, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3,4, SW4NW4, NW4SW4 Section 10: NE4SW4, W2SE4, SE4SE4 Section 11: S2NW4, N2SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: W2SE4, S2SW4 Section 22: N2NW4, SW4NW4 Section 29: NW4NE4 Section 34: E2SW4	5/5/1997 WY-34287-28	105	333
11024B	John Robert Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 14: SW4 Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4, W2SE4, SE4SE4 Section 11: S2NW4, N2SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: W2SE4, S2SW4 Section 17: SW4NW4, N2SW4 Section 18: Lots 3(35.72),4(35.86), SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4 Section 20: SW4NE4, E2SW4, SE4 Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4 Section 22: W2NW4, NE4NW4 Section 29: SW4SE4, NW4NE4 Section 32: NE4, N2SE4, SE4SE4 Section 33: SW4, SW4SE4 Section 34: E2SW4	6/2/1997 WY-34287-11	105	335

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[redacted]124C	William J. Kvenild, a married man dealing in his sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 14: SW4 Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 3(39.18), 4(39.01), SW4NW4, NW4SW4 Section 4: Lots 1(38.83), 2(38.65), S2NE4 Section 10: NE4SW4, W2SE4, SE4SE4 Section 11: S2NW4, N2SW4 Township 34 North, Range 113 West, 6th P.M. Section 15: W2SE4, S2SW4 Section 17: SW4NW4, N2SW4 Section 18: Lots 3(35.72),4(35.86), SE4NE4, W2NE4, E2NW4, E2SW4, SW4SE4, NE4SE4 Section 20: SW4NE4, E2SW4, SE4 Section 21: SE4NE4, W2SW4, NE4SW4, NW4SE4 Section 22: W2NW4, NE4NW4 Section 29: SW4SE4, NW4NE4 Section 32: NE4, N2SE4, SE4SE4 Section 33: SW4, SW4SE4 Section 34: E2SW4	6/2/1997 WY-34287-10	105	338
10313A	Grace E. Sulenta, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 112 West, 6th P.M. Section 1: Lot 4 & S2NW4 Section 2: Lot 1	2/18/1997 WY-34287-25	105	434
[redacted]10308A	Lawrence W. Shaul and Vivian M. Shaul, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: Lots 2(37.48), 3(37.52), 4(37.58)	2/12/1997 WY-32103-01	105	420
10308B	Boroff Land and Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 7: Lots 2(37.48), 3(37.52), 4(37.58), excepting 28.52 acres in Lots 2 and 3, as described in metes and bounds.	2/12/1997 WY-32103-02	105	422

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11049A	John Perry Barlow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: SW4 Section 11: E2 & N2SW4 Section 12: W2 Section 13: NW4 & NE4SW4 Section 14: NE4	5/15/1997 WY-34287-17	105	344
11049B	Steve Kanski and Janice Kanski, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 5: NW4SW4, S2SW4 Section 6: Lots 6(38.55), 7(38.60), E2SW4, SE4 Section 7: Lots 1(38.65), 2(38.72), E2NW4, NE4 Section 8: NW4 Township 34 North, Range 113 West, 6th P.M. Section 11: E2, N2SW4 Section 12: SE/4NE4, W2 Section 13: NW4, NE4SW4 Section 14: NE4	5/30/1997 WY-34287-16	105	346
11049C	Miriam Jenkins Bailey, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 113 West, 6th P.M. Section 1: SW4 Section 11: E2 & N2SW4 Section 12: W2 Section 13: NW4 & NE4SW4 Section 14: NE4	5/15/1997 WY-34287-15	105	349
11058A	Ruth E. Oliver, formerly Ruth E. Wilson, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 8: SE4 Section 9: That part of the West half of the Southwest quarter of Section 9, more particularly described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South half of said Section 9, a distance of 772 feet; thence proceeding South 06	7/31/1997 WY-31634-01	105	351

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HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]					degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60 acres, more or less. Section 17: NE4 & E2SE4 Section 21: NW4			
11058B	Nancy Reinwald, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1(40.64), SE4NE4; E2SE4 Section 8: SE4 Section 9: That part of the West-half of the Southwest Quarter of Section 9, more particularly described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South-half of said Section 9, a distance of 772 feet; thence proceeding South 06 degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60 acres, more or less. Section 17: NE4 & E2SE4 Section 21: NW4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4 & NW4SW4	7/24/1997	105	354
[redacted]	Sally Johnsen, A/K/A Sally Johnson, a married woman dealing in her sole and separate property	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: Lot 1(40.64), SENE Section 8: SE4 Section 9: That part of the West-half of the Southwest Quarter of Section 9 more particulary described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South-half of said Section 9, a distance of 772 feet; thence proceeding South 06	8/12/1997	105	357

WY-31634-02

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WY-31634-03

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					degrees 30 minutes East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60.00 acres, more or less. Section 17: NE4 & E2SE4 Section 21: NW4 Township 35 North, Range 109 West, 6th P.M. Section 31: E2SE4 Section 32: W2NW4 & NW4SW4			
11059A	Norman F. Pape and Barbara J. Pape, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 36 North, Range 111 West, 6th P.M. Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2/11/77 in Book 19, Page 118 Section 3: Lot 1(34.45), SE4NE4	5/28/1997	105	360
11059B	Earl Babcock and Nadine Babcock, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 36 North, Range 111 West, 6th P.M. Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2/11/77 in Book 19, Page 118 Section 3: Lot 1(34.45), SE4NE4	5/28/1997	105	364
11059C	Karmen Marincic, a widow	High Plains Associates, Inc.	Sublette	Wyoming	Township 36 North, Range 111 West, 6th P.M. Section 2: Lots 3(34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4, Less and except that part of a metes and bounds description falling in the NE4SW4 containing 3.12 acres, more fully described in Warranty Deed recorded, 2/11/77 in Book 19, Page 118 Section 3: Lot 1(34.45), SE4NE4	5/28/1997	105	369
11059D	Alvin 'Bud'	High Plains	Sublette	Wyoming	Township 36 North, Range 111 West, 6th P.M.	5/28/1997	105	373

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EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]	Davison and Miriam Davison, husband and wife	Associates, Inc.			Section 2: Lots 3 (34.24), 4(34.38), NE4SW4, S2NW4, SW4NE4 Section 3: Lot 1(34.45), S2NE4			
11060A	Lawrence W. Shaul and Vivian M. Shaul, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 4: S2SW4, SW4SE4 Section 5: S2SE4 Section 8: NE4 Section 9: NE4, N2NW4, SE4NW4 Section 11: E2NE4, NE4SW4, SE4 Section 12: SW4NE4, W2, W2SE4, SE4SE4 Section 13: N2, SW4, E2SE4 Section 14: NE4NE4	6/5/1997 WY-32274-02	105	377
11060B	Boroff Land and Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 4: S2SW4, SW4SE4 Section 5: S2SE4 Section 8: NE4 Section 9: NE4, N2NW4, SE4NW4 Section 11: E2NE4, NE4SW4, SE4 Section 12: SW4NE4, W2, W2SE4, SE4SE4 Section 13: N2, SW4, E2SE4 Section 14: NE4NE4	6/5/1997 WY-32274-01	105	379
11069	Melvin L. McLoughlin & Son Limited Partnership	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 29: A tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S/2 of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence	6/28/1997 WY-34318	105	383

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EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1,432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning, containing 33.671 acres, more or less.			
11070A	J. Paul Allen, Trustee of the J. Paul Allen Trust dated 9/21/93	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 7: SE4SE4 Section 8: S2SW4, NE4SW4 Section 13: W2SE4 Section 14: SE4 Section 15: SE4 Section 23: E2E2 Section 24: N2, N2SE4, E2SW4 Section 25: S2SW4 Section 26: NE4NE4	6/25/1997	105	386
11070B	Dick Lozier, a single man	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 112 West, 6th P.M. Section 7: SE4SE4 Section 8: E2SW4, SW4SW4 Section 13: W2SE4 Section 14: SE4 Section 23: E2E2 Section 24: N2, N2SE4, E2SW4 Section 26: NE4NE4	7/21/1997	105	388

WY-34287-19

WY-34287-18

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EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
[redacted]1071A	Melvin L. McLoughlin and Betty Lou McLoughlin, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 35 North, Range 111 West, 6th P.M. Section 28: SW4, less and except the east 30 feet of the E2SW4 Section 29: E2SW4, SE4, less and except that tract of land located in the NE4SW4 and the NW4SE4 of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S2 of Section 29, South 89 degrees 45 mintues 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet, thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet, thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point, thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning. Section 32: NE4, NW4SE4 Section 33: W2NW4, E2W2, less and except the east 30 feet of the E2W2	6/28/1997	105	390
[redacted]34	Estate of Josephine H. Binning, Joella J. Dugan, Administratix	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 6: E2 of Lot 2(20.23), Lot 5 (32.98), Lot 6 (32.78), Lot 7 (32.60), E2SW4, W2SE4, SW4NE4, SE4NW4 Section 7: Lot 1(32.56), Lot 2(32.69), Lot 3(32.81),NE4NW4 Township 34 North, Range 110 West, 6th P.M.	5/21/1997	105	393

WY-32105-01

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WY-34497

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Leases

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF.DATE	BOOK	PAGE
					Section 1: Lot 3(38.34), SE4SE4 Township 35 North, Range 109 West, 6th P.M. Section 30: Lot 1(38.40), 2(38.42), 3(38.42), NE4SW4, NW4SE4 Township 35 North, Range 110 West, 6th P.M. Section 24: E2E2SE4 Section 25: E2SE4NE4			
11086A	Boroff Land and Livestock, Inc., a Wyoming Corporation	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 18: Lots 1(37.65), 2(37.75), 3(37.85), 4(37.95)	7/23/1997 WY-32101-01	105	396
11086B	Lawrence W. Shaul and Vivian M. Shaul, husband and wife	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 111 West, 6th P.M. Section 18: Lots 1(37.65), 2(37.75), 3(37.85),4(37.95)	7/23/1997 WY-32101-02	105	398
11091	Ruth E. Oliver, formerly Ruth E. Wilson, a married woman dealing in her sole and separate property and Gary S. Wilson, a single man	High Plains Associates, Inc.	Sublette	Wyoming	Township 34 North, Range 109 West, 6th P.M. Section 32: S2NE4, N2SE4 & S2SE4, less and except a 31 acre tract more particularly described in Warranty Deed dated January 28, 1980 and recorded in Book 21, at Page 467; a 00.42 acre tract more particularly described in Quit Claim Deed, dated April 20, 1993 and recorded in Book 10, at Page 458 and a 2.63 acre tract more particularly described in Warranty Deed dated May 18, 1994 and recorded in Book 34, at Page 28.	7/31/1997 WY-32334	105	400

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LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK / PAGE	LEGAL DESCRIPTION
WY-1319-O	MARY LOU MERGEN, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110 / 82	TOWNSHIP 34 NORTH, RANGE 111 WEST, 5TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 5TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 - 1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4
WY-1319-P	ANN MURDOCK, A SINGLE WOMAN	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110/79	TOWNSHIP 34 NORTH, RANGE 111 WEST, 5TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 5TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 – 1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN QCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN QCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4

WY-33543-15

WY-33543-16

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WY-1319-Q	PATRICK EUGENE MORAN WHO HAS POWER OF ATTORNEY FOR MARY FRANCIS MORAN, WIDOW OF MARTIN MORAN	HIGH PLAINS ASSOCIATES, INC.	12/23/97	110 , 76	TOWNSHIP 34 NORTH, RANGE 111 WEST, 9TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 9TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 – 1.11ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN OCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT LOT 1: PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1: PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN OCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN OCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4
WY-1319-R	MEREDITH ANN RUBICH, A WIDOW	HIGH PLAINS ASSOCIATES, INC.	2/27/98	110 , 73	TOWNSHIP 34 NORTH, RANGE 111 WEST, 9TH P.M. SECTION 34: S/2NE/4, SE/4 SECTION 35: SW/4NW/4, W/2SW/4 TOWNSHIP 33 NORTH, RANGE 111 WEST, 9TH P.M. SECTION 2: LOT 4(40.04), LESS AND EXCEPT TOWNSHIP OF DANIELS 2ND PLAT: LOT 1 - 3.75 ACRES LOTS 2 & 10 - 2.28 ACRES LOT 3 - 4.77 ACRES LOT 6 - 1.05 ACRES LOT 7 –1.11 ACRES LOT 8 - 9.79 ACRES SECOND SUBDIVISION LOT 9 - .12 ACRES, METES/BOUNDS DESCRIPTION IN OCD, BOOK 10, PAGE 111 - .55 ACRES TOTALING .67 ACRES TOWNSHIP OF DANIELS 3RD PLAT: LOT 1 PREVIOUSLY DESCRIBED AS LOTS 2, 3 & 4, BLOCK 1 - .2465 ACRES LOT 1 PREVIOUSLY DESCRIBED AS LOTS 5 & 6, BLOCK 1 - .1435 ACRES LOT 2 (RESURVEYED) - 1.75 ACRES LOT 3 (RESURVEYED) - 1.50 ACRES METES/BOUNDS DESCRIPTION IN OCD BOOK 6, PAGES 162 & 421 - .69 ACRES METES/BOUNDS DESCRIPTION IN OCD BOOK 8, PAGE 583 - .69 ACRES SECTION 2: SW/4NW/4, NW/4SW/4, S/2SW/4 METES/BOUNDS DESCRIPTION IN NW/4 WD, BOOK 37, PAGE 223 - 2.00 ACRES SECTION 3: LOTS 1(40.10), 2(40.13), S/2NE/4, SE/4

WY-33543-17

WY-33543-18

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ULTRA RESOURCES, INC.
REPORT NAME: Exhibit "A"

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY001 WYOMING							
WY-1062-M	EDITH BARP AKA EDYTHE L. BARP AND GEORGE L. BARP, WIFE AND HUSBAND	HIGH PLAINS ASSOCIATES, INC.	03/26/1998	/ 110/85		596.3900	Sublette COUNTY, WYOMING TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH PM SECTION 10: LOTS 1(27.07), 2(25.47), 3(23.85) TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH PM SECTION 35: W/2, SE/4, SW/4NE/4
WY-1333-A	MAGDELINE BLOOM, A WIDOW	HIGH PLAINS ASSOCIATES, INC.	01/28/1998	107 / 413	266592	320.0000	Sublette COUNTY, WYOMING TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM SECTION 23: W/2SE/4, E/2SW/4 SECTION 25: SE/4

WY-34287-33

WY-34517-01

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Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00030

Serial No.
WYW131987

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 Howell R. Spear
Street P.O. Box 30169
City, State, Zip Code Pensacola, Florida 32503

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.: WY112-31 *Sale Date (m/d/y): 5 / 4 / 94

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

T.	R.	Meridian	State	County

Total acres applied for 112

Amount remitted: Filing fee $ [illegible] Rental fee $ [illegible] Total $ [illegible]

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

278307

RECORDED Apr 27, 2000 @ 845 AM
IN BOOK 114 O+G PAGE 710
FEES $ 18.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☑ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

THE UNITED STATES OF AMERICA

by: [signature] (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

MAR 02 1994 (Date)

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of [illegible]ited States; an association of such citizens; a municipality; or a [illegible]oration organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest [illegible] offer are in compliance with 43 CFR 3100 and the leasing aut[illegible]s; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same St[illegible], do not exceed 246,080 acres in oil and gas leases (of which up to [illegible]00,000 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 February, 19 94

(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.

FOR LEASE

*U.S. GPO: 1992-774-017/67034

WYW131987 1920.000 Acres
T.0300N, R.1070W, 06th PM, WY
sec. 015 ALL;
022 ALL;
027 ALL;
Sublette County

[redacted] [redacted] [redacted]

WYW131987

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.

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).

714

WYW131987

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.

WYW131987

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 Pinedale RMP Oil and Gas Lease Stipulation Overlay #2;

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 3100-11
(June 1988)

U..TED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00071

Serial No.
WYW- 116231

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 R. K. O'Connell
   Street P. O. Box 2003
   City, State, Zip Code Casper, WY 82602

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No. WY-8904-1657 *Sale Date (m/d/y): 04 / 04 / 89
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 3,325.50 Total acres applied for 2,216.17
Total $ 3,400.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

278308

RECORDED Apr 27, 2000 10 845 A
IN BOOK 114 P+G PAGE 717
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
ANDREW L. TARSHIS (Signing Officer)
CHIEF, LEASING SECTION (Title) MAY 4 1989 (Date)

EFFECTIVE DATE OF LEASE JUN 1 1989

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

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

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

Duly executed this 5 day of APRIL, 19 89.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* U.S. GOVERNMENT PRINTING OFFICE: 1988 - 201-964 - 415/84760

[redacted] [redacted] [redacted]

WYW-116264 2216.170 Acres
T.0320N, R.1090W, 06th PM, WY
sec. 007 lots 3,4,9,10;
T.0320N, R.1100W, 06th PM, WY
sec. 001 lots 1-4;
001 S2;
012 ALL;
013 ALL;
024 E2,E2W2;
Sublette County

116264

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

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

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

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

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

GUIDANCE:

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

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

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

[redacted] [redacted] [redacted]

11SDS1

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease.

GUIDANCE:

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

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

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

2. WILDLIFE STIPULATION

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

GUIDANCE:

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

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

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

WYW-116264

2. WILDLIFE STIPULATION

c. No surface occupancy will be allowed on that portion of the lease within the following defined area for the purpose of protecting sage grouse strutting ground; sec. 1, lot 1, NESE. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

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

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

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

724

Form 3110-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW128704

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 R.K. O'Connell
Street Box 2003
City, State, Zip Code Casper, WY 82602

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 _____

278209

RECORDED Apr 22, 2000 @ 845 A
IN BOOK 114 Misc PAGE 724
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tiffany L Hoover

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

DO NOT WRITE BELOW THIS LINE

3 Land included in lease

T. 0310N R. 109OW 06th Meridian WY State Sublette County

sec. 028 LOTS 1-3;
028 M&B BED OF NEW FORK RIV RIPAR
028 M&B TO LOTS 1-3;
029 M&B BED OF NEW FORK RIV RIPAR
029 M&B TO LOTS 3,4,7;

Total acres in lease 93.370
Rental retained $ 141.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (five years) XXXXX (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Supervisory Land Law Examiner (Title) FEB 26 1993 (Date)

EFFECTIVE DATE OF LEASE MAR 01 1993

(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 either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41(f) of the Act. 1003

(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 is filed but not posted for such leasing. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this _____ day of _____, 19__

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter, $2.00;
~~(b) Competitive lease, $1.50 for primary term; thereafter, $2.00~~
(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 any other 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 lessee's 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.

Lessee shall maintain the right of use and easement to roads within, or leading into, the leased lands necessary for operations under this lease, and to other facilities being developed or used in conformity with this lease and necessary for operations by other persons. Lessee must: conduct operations to prevent unnecessary damage to, loss of, or waste of leased resources; protect the rights of other lessees and other parties holding interests in the land, including the United States' mineral interests; and take reasonable measures to prevent or control fire, soil erosion, subsidence, and pollution of surface and subsurface water, air, or mineral deposits. Subject to the right to make profit, lessee shall use reasonable efforts to conduct operations in such manner as to foster and encourage competition 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 dedicated 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.

Description of the NEWFORK RIVER BED riparian to Lots 1,2,3 of Section 28, and Lots 3,4 & 7 of Section 29, T. 31 N., R. 109 W., 6th P.M., Wyoming.

Beginning at the Meander Corner for the Left bank of the Newfork River, on the north line of said Section 28, which corner is 4466.88 feet westerly of the NE corner of said Section 28;
Thence S 39°00' W 462.00 feet, along the left bank, to a point;

Thence S 26°15' W 1135.20 " " " " " , to Meander Corner on E line of Sec. 29;

Thence S 22°30' W 1056.00 " " " " " , to a point;

Thence S 3°00' W 990.00 " " " " " " " "

Thence S 4½° E 20.50 chains " " " " " " "

Thence S 8°20' W 523.38 feet " " " " , to Meander Corner on S. line Sec. 29;

Thence N 86°23' W 117.00 feet " said Sec. line to a point on the center line of Newfork River bed;

Thence N 3°30' E 485.00 " " center line of river bed to a point;

Thence N 4°00' E 750.00 " " " " " " " " " ;

Thence N 11°00' W 650.00 " " " " " " " " " ;

Thence N 4°00' E 1045.00 " " " " " " " " " ;

Thence N 24°00' E 1395.00 " " " " " " " " " ;

Thence N 15°45' E 505.00 " " " " " " " " " ;

Thence N 35°14' W 310.20 " on a line normal to The river to the Meander corner on the West line Sec. 28.

Thence N 42°05' E 158.40 " along the Right bank to a point;

Thence N 43°15' E 132.00 " " " " " " " " ;

Thence N 45°45' E 132.00 " " " " " to Meander corner of N. line of Sec. 28.

Thence S 86°27' E 503.58 " " the north line of said Section 28 to the point of beginning.

AREA - 21.69 acres, more or less.

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WYW120[illegible]

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.

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).

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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WYW128704

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.

a. Nov 15 to Apr 30;

b. Feb 1 to Jul 31;

On the lands described below:

a. entire lease, excluding lands covered by the NSO;

b. entire lease, excluding lands covered by the NSO;

For the purpose of (reasons):

a. protecting antelope and moose winter range.

b. 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.)

WYW128704

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

Sec 28: Lots 1, 2, portions of Lot 3 as shown on HUD Flood Hazard Map, M&B bed of New Fork River riparian to Lots 1-3, Sec 29: M&B bed of New Fork River riparian to Lots 3, 4, 7;

For the purpose of:

Zone A (100 year) flood hazard area as designated by HUD.

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.)